

# **WEST PORT**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**May 12, 2026**

**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**  
<https://westportcdd.net/>

May 5, 2026

<b>ATTENDEES:</b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.
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Board of Supervisors  
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on May 12, 2026 at 12:30 p.m., at the Punta Gorda Charlotte Library, 401 Shreve St., Punta Gorda, Florida 33950. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Final Form of Street Lighting Agreement and Settlement Agreement
4. Consideration of Resolution 2026-06, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2026-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
6. Consideration of Resolution 2026-08, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
  - A. Rules of Procedure
7. Ratification of Stark Sullen Grading, Inc. Notice of Termination of Agreement for Lake Bank Maintenance Services
8. Acceptance of Unaudited Financial Statements as of March 31, 2026
9. Approval of April 21, 2026 Regular Meeting Minutes

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Pape-Dawson Consulting Engineers, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 9, 2026 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	DENEEN KLENKE	<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

- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

11. Board Members' Comments/Requests

12. Public Comments

13. 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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## SOLAR LIGHTING AS A SERVICE AGREEMENT

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as **May 12, 2026**, by and between HVS Management LLC, a Delaware limited liability company ("**Company**"), and West Port Community Development District ("**Customer**") (together with the Company, the "**Parties**"). This Agreement, including its Addendums, exhibits, schedules, maps, drawings, layouts, and similar items, all of which Customer has reviewed and approved prior to executing this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain<sup>1</sup>, for the Term of this Agreement certain lights and poles, together with accessories and attachments), as originally installed, repaired, substituted and/or replaced (each a piece of and collectively the, "**Equipment**") at each Installation Site, as such Equipment and Installation Site<sup>2</sup> are identified in the scope of work attached as **Addendum A ("Scope of Work")** and incorporated herein. Company shall also furnish, install, operate, and maintain, for the term of this Agreement, any additional Equipment at any additional Installation Sites that may be agreed upon by the Parties pursuant to an additional scope of work (each such additional scope of work, a "**Work Order**").
2. RESERVED
3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the Scope of Work. Customer shall provide Company with (if any) Customer's geotechnical reports, soil analyses, or other studies of the soils or subsurface conditions related to the Customer's property or any location

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<sup>1</sup> Company's maintenance obligations under this Agreement shall in no way include repairing or otherwise addressing damage caused by Externalities (defined below). However, Company may be required to repair/address any such Externalities pursuant to a separate work order between the Parties.

<sup>2</sup> Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the Scope of Work and its exhibits.

where any piece of Equipment is anticipated to be installed. Customer also shall provide Company with any and all access necessary for Company to perform any work reasonably necessary to meet its obligations under the Agreement, including installing, operating, testing, repairing, maintaining, and, to the extent necessary, replacing and/or removing the Equipment. To the extent any portion of the Customer's property is disturbed by the access and work performed by Company, its employees and agents, Company shall restore such areas to substantially the same condition that existed prior to the Company's access. Company, at Company's expense, shall be responsible for, and obtain, all required State, county and local permits to install the Equipment and shall provide a copy of each, or written confirmation from the governmental entity that no such permit is required, to the Customer.

4. PAYMENT. Customer shall make monthly payments for working and operational Equipment as provided for in the Payment Schedule attached as Addendum C, each of which shall be due on the first of each month ("**Monthly Payments**"); provided however, as a point of clarification, that Monthly Payments shall begin for Equipment on the first day of the month immediately following the Company's confirmation that the Equipment has been installed and is initially operational ("**Payment Start Date**"). The Customer shall not be obligated to make the applicable portion of the Monthly Payments for any piece of Equipment that is non-functional for more than ten (10) consecutive business days during a monthly billing cycle as a result of Company's failure to properly furnish, install and/or maintain such Equipment<sup>3</sup>.

- a. Company shall provide Customer with 10 days prior written notice

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<sup>3</sup> Customer shall only be required to make the applicable portion of the Monthly Payments for any piece of Equipment that is not functional for more than ten (10) consecutive business days during a monthly billing cycle if such failure is the result of an Externality. Customer shall be responsible to enter into a separate work order with Company to repair any such Externality, and Company shall be required to charge a reasonable/market price for such services; or alternatively, Customer may elect to use a third-party provider to repair any such Externality, subject to the provisions of Section 6.a. herein.

when the Installation work will be performed. Once Company has confirmed that any Equipment has been installed in accordance with the Scope of Work and is initially operational, Company shall provide written notice to Customer, and Customer and its Engineers shall have the right to inspect such Equipment to confirm that it is operational and has been installed in conformance with the Scope of Work for a period of 5 business days after receipt of the notice; provided however that Customer's inspection right shall not be construed to relieve Company of its obligations under this Agreement.

b. Except as otherwise provided herein, all payments outstanding at the termination or expiration of this Lease shall remain due and payable until paid.

5. COMPANY INSURANCE. Company, directly or through its parent/affiliate, warrants and covenants that its contractors and service providers shall maintain during the Equipment installation period, and in any period in which the Company should be required to access the Customer's property for purposes of maintenance and repairs as set forth herein, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as appropriate<sup>4</sup> or otherwise required by applicable law. Company's contractors and service providers shall name Company and Customer as additional insureds under their policies. Company shall be responsible to the Customer for the acts and omissions of its employees, agents and contractors performing any of the work under this Agreement, and Company shall indemnify, defend, and hold harmless Customer from any damages or liability to persons or property that may arise from the entry onto the Property by Company, its

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<sup>4</sup> For purposes of this agreement, the Parties agree that appropriate insurance for Company shall include any insurance required to cover Company's efforts related to the Equipment. For example, if Company owns vehicles taken on site to assist with the Equipment, Company agrees to carry automobile liability insurance related to such efforts.

employees, contractors, or agents. Company's contractors and service providers shall furnish Customer with a certificate of insurance evidencing compliance upon request and such certificate shall provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective prior to 30 calendar days after prior written notice to Customer, except in the case of non-payment, in which case any change or termination shall not be effective prior to 10 calendar days after prior written notice to Customer. The Company shall obtain copies of each contractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain appropriate insurance as required by law at the following minimum policy limits:

- a. If applicable, Workers' Compensation Insurance in accordance with the laws of the State where the Installation Site is located.
- b. Commercial General Liability Insurance covering the Company's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including independent contractors Coverage for bodily injury and property damage in connection with contractors' operation.
- c. If applicable, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer shall be named as additional insureds and certificate holders. The Company shall furnish the Customer with the Certificate of

Insurance, and endorsements, evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it is consistent with the requirements of this Section 5. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State where the Installation Site is located.

6. CUSTOMER INSURANCE.

- a. Customer covenants it shall maintain commercial insurance, to the extent available (meaning coverage that is available from a reputable insurance carrier at premiums that do not exceed the industry standard premiums for similar equipment in the geographic area where the Equipment is installed), to protect against the risk of damage or loss to or as a result of the Equipment. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any "Externality", and shall continue to be obligated to make Monthly Payments irrespective of an Externality. The term "Externality" includes (a) loss or damage to the Equipment (while the Equipment is on Customer's property) covered by Customer's insurance as acknowledged by Customer's insurance, or (b) physical damage to the Equipment while such Equipment is on Customer's property caused by vehicle impact, vandalism, or damage resulting from the gross negligence or intentional misconduct of Customer, or its employees, contractors, agents, or weather-related damage or agents or third parties (provided however that, ~~without intending to limit Company's obligations under this Agreement, and as a point of clarification~~ notwithstanding the preceding sections (a) or (b), Company shall be responsible for ordinary wear and tear as well as any loss due to the Equipment's failure to meet the requirements of this Agreement or applicable law, including but not limited to applicable wind speed requirements). Customer shall be responsible to enter into a separate work order with Company to repair any such Externality, and Company shall be required to charge

a reasonable/market price for such services; or alternatively, Customer may elect to use a third-party provider to repair any such Externality, provided however that Customer's election to undertake its own repair: (a) shall mean Customer has elected, pursuant to Section 14(a), to terminate Company's provision of any maintenance under this Agreement, including Addendum B; (b) shall mean that Customer remains obligated to make Monthly Payments (less the Monthly Maintenance Expense) regardless of whether the Equipment is not working, unless Customer can demonstrate that the failure is due to a defect or warranty issue rather than improper maintenance; and (c) shall mean that Customer shall return the Equipment in proper working condition (based on the Equipment's age at the time and taking into account expected ordinary wear and tear) upon expiration or termination of this Agreement, unless (1) Customer exercises its option to purchase or (2) except to the extent the Equipment is not in proper working condition due to a defect, warranty issue, or other matter that is Company's responsibility under this Agreement.

b. Customer further warrants and covenants that it shall maintain during the Term of this Agreement, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as appropriate and required by applicable law. The Customer shall furnish the Company with Certificates of Insurance upon request, and endorsements, evidencing compliance with this requirement. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State where the Installation Site is located.

c. In the event that Customer is unable to maintain commercial insurance pursuant to subsection 6.a. because such insurance is not available from a reputable insurance carrier at industry-standard premiums, Company shall provide such insurance at Customer's expense, and notwithstanding anything to the contrary in this Agreement, Company shall bear the risk of loss for any Externality as defined herein in addition to any other obligations of Company under this Agreement. At Customer's election, Company shall

provide: (i) all perils insurance for the full replacement value of the Equipment with no deductible, at a price of \$18 per month per pole; or (ii) all perils insurance with a 5% deductible of the total value of the Equipment applicable to named storm losses, at a price of \$11 per month per pole. The foregoing pricing is subject to a 2.5% annual escalator beginning on the Effective Date of this Agreement.

## 7. INDEMNIFICATION

- a. To the extent permitted by law, but without waiving any limitations of liability set forth in Section 768.28, Florida Statutes, Customer shall indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, agents, and representatives (collectively, the "Company Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:
  - i. Reserved.
  - ii. any gross negligence, willful misconduct, or violation of law by Customer or its Board Supervisors, employees, or contractors in connection with this Agreement; or
  - iii. any claims made by third parties arising from Customer's actions or omissions.

Notwithstanding anything to the contrary in this Agreement, Customer is responsible for any damage caused to the Equipment to the extent such damage is caused by the Customer, its Board Supervisor, employees, or contractors. This includes damage by other trades, trucks, or cranes engaged by Customer, or intentional conduct.

- b. Company shall indemnify, defend, and hold harmless Customer, its affiliates, officers, directors, employees, managers, engineers, attorneys, and representatives (collectively, the "Customer Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:
    - i. any breach by Company of its representations, warranties, or obligations under this Agreement.
    - ii. any negligence, willful misconduct, or violation of law by Company or its agents, employees, or contractors in connection with this Agreement; or
    - iii. any claims made by third parties arising from Company's actions or omissions under this Agreement.
8. WAIVER OF JURY TRIAL. Each of Customer and Company hereby knowingly, intentionally, and voluntarily waives any right they and/or their successors and assignees may have to a trial by jury or a jury determination of any fact in any litigation based on this Agreement, or arising out of, under, or in connection with this Agreement, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
9. WARRANTIES. Company warrants that all Equipment when installed at the outset of this Agreement will be new and other materials furnished under this Agreement shall be consistent with (a) the specifications set forth in **Addendum A**, with (b) applicable wind ratings consistent with, at minimum, those established under the Florida Building Code, and with (c) other applicable law and/or approvals, and that all services, materials and

Equipment shall be of good quality, fit for their intended purpose, free from faults and defects, and meet all state, federal and local code requirements for residential street lights. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS OR USE FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES ~~NO~~ EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT" AND "CUSTOMER REMEDIES" AND "ADDENDUM A."

ASSIGNMENT OF MANUFACTURER'S WARRANTIES. Company represents that the manufacturer of the Equipment is providing the warranties set forth in Addendum A – Exhibit 1. Company shall use reasonable efforts to assign to Customer on a non-exclusive basis all manufacturer's warranties relating to the Equipment to the extent such warranties are assignable. Company shall provide Customer with copies of all such manufacturer's warranties. In the event any manufacturer's warranty is not assignable, Company shall, upon Customer's request and at no additional cost to Customer, cooperate with Customer in pursuing any claims under such warranty on Customer's behalf.

10. ADDITIONAL SIGNATURES EFFORTS. Each party shall use commercially reasonable efforts to execute any additional documents reasonably required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement, provided that such documents and approvals do not impose additional material obligations or liabilities on such party beyond those expressly set forth in this Agreement.

11. Reserved.
12. CUSTOMER ACCESS. Provided Company is in compliance with its obligations under this Agreement, Customer shall not access any part of the Equipment for any reason or engage or authorize any third parties to do so, except in emergency circumstances (as necessary to prevent injury to persons or damage to property) or as otherwise expressly provided for in this Agreement. If Customer attempts to perform any unauthorized repairs to the Equipment, then Customer shall assume full responsibility for such Equipment, release Company from any obligations for repairs to such Equipment, and fully indemnify Company related to any damages resulting from such unauthorized repairs.
13. LATE CHARGES. Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, shall govern payments under this Agreement, including the timing for making any payments and interest on late payments.
14. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the Payment Schedule as set forth in Addendum C. Neither party has the right or option to terminate this Agreement, in whole or in part, prior to its expiration except as otherwise explicitly provided in this Agreement.
  - a. TERMINATION OF MAINTENANCE AGREEMENT FOR CONVENIENCE. Customer may terminate Company's provision of maintenance services under Addendum B at any time, for any reason or no reason, by providing Company with not less than sixty (60) days' prior written notice of such termination. Upon the effective date of such termination: (i) Customer may reduce the Monthly Payments due under this Agreement by the amount attributed to Monthly Maintenance Expense as set forth in Addendum C; (ii) Customer shall

have the right and the obligation to undertake its own maintenance of the Equipment in the manner and timing intervals otherwise provided in Addendum C, either directly or through third-party contractors of Customer's choosing; and (iii) Company shall have no further maintenance obligations under Addendum B, but all other obligations of the parties under this Agreement shall remain in full force and effect. For the avoidance of doubt, Customer's election to terminate Company's maintenance services and undertake its own maintenance: (a) shall not relive Company of any other obligations under this Agreement except its obligation to perform maintenance as set forth in Addendum B; (b) shall mean Customer has elected, pursuant to this Section 14(a), to terminate Company's provision of any maintenance under this Agreement, including Addendum B; (c) shall mean that Customer remains obligated to make Monthly Payments (less the Monthly Maintenance Expense) regardless of whether the Equipment is not working, unless the failure is due to a defect, warranty issue or other issue that is Company's responsibility hereunder and not a result of improper maintenance; and (c) shall mean that Customer shall return the Equipment in proper working condition (based on the Equipment's age at the time and taking into account expected ordinary wear and tear ) upon expiration or termination of this Agreement, unless (1) Customer exercises its option to purchase, or (2) except to the extent the Equipment is not in proper working condition due to a defect, warranty issue, or other matter that is Company's responsibility under this Agreement.

15. DEFAULT. Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer to make any Monthly Payment when and as due under this Agreement; (b) any default under the Release and Settlement Agreement; and (c) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.

16. CUSTOMER REMEDIES. In the event Company defaults under this Agreement, Customer shall, within fourteen (14) calendar days of becoming aware of a default, provide written demand upon Company to cure that default within thirty (30) calendar days of Company's receipt of the written demand to cure; provided however if such breach is not reasonably susceptible to cure within such 30 day period but is reasonably capable of being corrected or cured, Company shall have additional time as is reasonably necessary to correct or cure such material breach, so long as the defaulting Party promptly commences and diligently pursues such correction or cure and cures such Event of Default not later than ninety (90) days after written notice of such breach ("**Company Cure Period**"). ~~NO~~ If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional monthly payments until the default is cured; or (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any unforeseeable special, indirect, incidental, or consequential damages whatsoever suffered by Customer as a result of a breach.
17. COMPANY REMEDIES.
- a. In the event Customer defaults under this Agreement, Company may, within 14 calendar days of learning of the default, provide written demand upon Customer to cure that default within 30 calendar days of Customer's receipt of the written demand to cure ("**Customer Cure Period**"). If Customer fails to cure such default within the Customer Cure Period, Company may: suspend its performance until such default is cured and may avail itself of any of the remedies available under Section (b) below.
- b. In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may cancel or terminate this Agreement and as its sole remedy, and subject to any offsets that Customer may have: (i) if the Agreement has reached its seventh anniversary, treat the breach as an exercise

of Customer's option to purchase the Equipment as provided for in this Agreement; or (ii) if the Agreement has not yet reached its seventh anniversary, require Customer to immediately pay Company, as compensation for loss of the Company's bargain, and not as a penalty, the sum equal to: (A) the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the seventh-year anniversary of this Agreement - using a discount rate of 4%, plus (B) the amount equal to what Company would be entitled as an exercise of Customer's option to purchase the Equipment as provided for in this Agreement; provided, however, that as a point of clarification, any such payment shall function as a purchase of the Equipment and result in the Customer owning the Equipment, free and clear of all liens and encumbrances, and with a warranty that Company is the owner of the Equipment at the time of sale.

18. TITLE AND TAX BENEFITS.

- a. The Parties stipulate that the Company is the owner of, and shall hold title to, the Equipment. All benefits of owning and operating the Equipment (whether presently existing or existing in the future) shall inure exclusively to the Company, including but not limited to any governmental benefits, tax, environmental, or any other federal, state, or local government incentives, credits, deductions, or any other benefits of any kind (collectively, "***Incentives***"). This Agreement conveys only the right to have the light generated by the Equipment.
- b. At the Company's option, it may record or file a short-form memorandum of this Agreement among the appropriate land records of the county in which the Equipment is located, subject to Customer's reasonable approval as to the form of the short-form

memorandum. In the event of a discrepancy between the provisions of this Agreement and such short-form memorandum thereof, the provisions of this Agreement shall prevail.

- c. The parties intend that this Agreement shall constitute a true lease under applicable Law. Company shall own title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as Customer subject to all the terms and conditions of this Agreement. As a point of clarity, the parties intend that the Equipment remain at all times personal property of the Company and not a fixture under applicable law, even if the Equipment, or any part thereof, is affixed or attached to real property or any improvements.
  
- d. The parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and shall be deemed a grant to Company by Customer of a lien on and first priority security interest in the Equipment and its proceeds (as defined in the UCC) as a Purchase Money Security Interest under the UCC (or otherwise), to secure the payment of Customer's obligations under this Agreement. Customer hereby consents to the Company filing such documents and to do all such things and acts, necessary to ensure that such security interest would be a first priority perfected security interest under applicable law. Customer agrees to reasonably cooperate with any such actions.
  
- e. Each party agrees, from time to time and provided it is true at the time, within ten (10) days after request from the other party, to execute and deliver to the requesting party, an estoppel certification confirming that this Agreement is in full force and effect, that the

requesting party is not in default under any of the terms of this Agreement, the termination date of this Agreement, and such other matters pertaining to the Agreement as may be reasonably requested by the requesting party.

- f. In addition to the provisions in Section 18 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of this Section 19), at Company's option, if this transaction is deemed to be a contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, and attachments). In the event this Contract is deemed a finance contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINTS THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate on its expiration date and, unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the Equipment.

20. ASSIGNMENT OF AGREEMENT. Customer may not assign this Agreement or any of its rights hereunder without the express written prior permission of Company and any such unauthorized assignment shall be null and void and of no force and effect. Company may sell, assign any

portion of or all its rights and/or delegate any portion of or all its duties (collectively, such assignment and delegation, an "**Assignment**") under this Agreement; provided however that absent written authorization from Customer (a) Company may not sell or assign any portion of this Agreement or any of its rights or obligations hereunder to Recovered Energy Technologies, Inc. ("RET") or any predecessor or successor of RET or any entity owned, managed or controlled by any current or former owner of RET; and (b) Company may only assign its obligations to another company that is otherwise in the business of constructing, maintaining, servicing and operating street lights to residential communities and projects, and is otherwise capable of fulfilling such obligations of the Company under this Agreement, and only after providing the Customer with 30 days prior written notice of assignment along with evidence to support the fact that the assignee satisfies the requirements of this Agreement. Nothing herein shall prevent Company from, directly or indirectly, retaining contractors who previously performed work on behalf of RET as an independent contractor. In the event of an Assignment, the third party to which the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has under this Agreement. Further, in the event of an assignment by Company, Company's indemnification obligation remains and survives such assignment.

21. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for the Purchase Price so long as Customer is not in default of this Agreement on any anniversary on or after the seventh-year anniversary of this Agreement; provided that to exercise such option, Customer shall provide notice to Company of its decision to so exercise no earlier than twelve months prior, and no later than six months prior, to such anniversary. The "**Purchase Price**" shall be the Fair Market Value (as defined herein), plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option. "**Fair Market Value**" (defined as in use and in place) shall be determined by an

independent appraiser selected jointly by the Company and Customer and paid for by the Customer. If the parties are unable to agree upon the selection of an independent appraiser within thirty (30) days after Customer's exercise of the purchase option, each party shall, within ten (10) days thereafter, select an appraiser, and the two appraisers so selected shall, within ten (10) days of their selection, select a third appraiser who shall determine the Fair Market Value. If either party fails to select an appraiser within the required timeframe, the appraiser selected by the other party shall serve as the sole appraiser and shall determine the Fair Market Value. If the two party-selected appraisers are unable to agree upon a third appraiser within the required timeframe, either party may petition the American Arbitration Association (or, if unavailable, a court of competent jurisdiction in the state where the Installation Site is located) to appoint the third appraiser. Each party shall pay the cost of its selected appraiser, and the cost of the third appraiser shall be shared equally by the parties. If Customer proceeds with the purchase option after receiving the appraisal, then upon payment of the Purchase Price, the Company shall transfer the Company's interest in the Equipment to the Customer free and clear of all liens and encumbrances, with a warranty that Customer is the lawful owner of the Equipment at the time of sale. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever, except to the extent any manufacturer warranty continues to apply. Upon the transfer of the Equipment to Customer, this Agreement shall terminate except that any unpaid indemnity obligations of either Party shall survive such termination. For avoidance of doubt, Customer may only exercise its purchase option under this Section 21 if it is not then in breach of any of its obligations under this Agreement as well as any related services agreement (e.g., a maintenance agreement), including that Customer is current with all of its then payment obligations for any amounts due under this Agreement.

## 22. RIGHT OF WAY.

- a. Unless otherwise approved by both parties and all necessary governmental and/or regulatory bodies, all Equipment will be installed in public utility easements or public rights of way. Company and Customer shall work collaboratively to obtain and provide all necessary approvals for installation, whether in the public utility easement, public right of way or, under unusual circumstances, elsewhere. Company shall ultimately be responsible for obtaining and providing all necessary approvals unless such approval is required by the Customer itself or Customer has failed to provide its full cooperation in obtaining such approval from one of its residents or landowners. Customer hereby grants Company a limited, non-exclusive license to access the Installation Site solely for the purpose of installing, operating, testing, repairing, maintaining, and, to the extent applicable, replacing, or removing, the Equipment in accordance with this Agreement.
  
- b. If the Equipment is not to be installed in a public utility easement or public right-of way, then this subparagraph b. will apply. Customer hereby grants Company a limited, non-exclusive license to access the Installation Site solely for the purpose of installing, operating, testing, repairing, maintaining, and, to the extent applicable, replacing, or removing, the Equipment in accordance with and for the entire term of this Agreement to the extent Customer has the authority to do so. Provided that Customer has the authority to grant the foregoing limited, non-exclusive license to access the Installation Site, Customer warrants and represents to Company that as of the date of installation of any Equipment and as of the date of any servicing of any Equipment that (a) it possesses and shall provide to Company lawful access to the Installation Site; and (b) no existing lease, easement, right of way, declaration, restriction or other matter of record or any existing agreement of Customer with respect to the Installation Site interferes with or impairs, or will interfere with or impair, the license or other rights granted or to be granted pursuant

to this Agreement. In the event Customer notifies the Company or the Company otherwise becomes aware of a breach of the foregoing as of the date the Company would otherwise service the Equipment, the Company's obligation to service the Equipment shall be suspended until such breach is cured.

23. DATA COLLECTION. Any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company. Notwithstanding the foregoing, the Customer shall have the right upon request, to view and use the available data for its own purposes, including but not limited to performance evaluation, planning, and reporting.

24. NOTICES. All notices required or permitted by this Agreement shall be provided by email, to the email addresses below (unless and until either party informs the other party of a change in email address, which change must be communicated by notice) and shall be deemed delivered 24 hours after sending if no "bounce back" email is received by the party who sent the notice:

a. Notices to Customer:

Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Email: [suitk@whhassociates.com](mailto:suitk@whhassociates.com)

With copy to:

Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301  
Email: [jere.earlywine@kutakrock.com](mailto:jere.earlywine@kutakrock.com)

b. Notices to Company:

HVS Management LLC  
Attn: Joshua Abramson  
207 West 25<sup>th</sup> Street, 9th Floor  
New York, NY 10001  
Email: jabramson@exarchagroup.com

With copy to:

Cope, Zebro & Crawford, P.L.  
Attn: Donald H. Crawford, Esq.  
14020 Roosevelt Blvd., Suite 802  
Clearwater, FL 33762  
Email: dcrawford@czcfirm.com and  
service@czcfirm.com

25. JOINTLY DRAFTED. Each party agrees that they intend that any court interpreting this Agreement do so as if it was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Agreement prior to its execution. In the event of any dispute over the interpretation of this Agreement, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner. The Parties also intend that the neuter, feminine and masculine gender when used in this Agreement shall include each of the other genders and the use of the singular in this Agreement shall include the plural and vice versa

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

trade.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
28. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and permitted assignees.
29. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this Agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this Agreement is predicated. Furthermore, the Customer agrees that it will do or cause to be done all acts reasonably necessary to effect and preserve the Agreement in full force and effect, that it has, to the best of its knowledge, complied with all bidding requirements where necessary, submitted this Agreement to notice and hearing where applicable, any other acts required for approval and adoption of this Agreement as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.
30. GOVERNING LAW, MEDIATION, JURISDICTION, VENUE AND SEVERABILITY. This Agreement shall be governed by the laws of the State where the Installation Site is located, and any suits pertaining to this Agreement shall be brought in the jurisdiction where the Installation Site is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect. The Parties agree that any dispute,

claim, or controversy arising out of or relating to this Agreement, or any breach thereof, that cannot be resolved through informal negotiation between the Parties, shall be submitted to mediation before a mutually agreeable state certified mediator before either party may initiate litigation. Unless agreed to by both Parties to this Agreement, such mediation shall be in person and take place within a county where the services are to be performed under this Agreement.

31. **SCRUTINIZED COMPANIES.** Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.
32. **PUBLIC RECORDS.** Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
33. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes or other statute of law.
34. **PUBLIC ENTITY CRIMES.** Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.
35. **FORCE MAJEURE.** Except for an Externality that Company is obligated to cover pursuant to the terms of this agreement, Company shall not be

liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, hurricane, flood, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, public health emergencies, quarantines, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), restraints or delays affecting Company's suppliers or inability or delay in obtaining supplies of adequate or suitable materials, or the inability of either Party's personnel to come to work due to any of the aforementioned (a "**Force Majeure Event**"). Company shall give notice as soon as is practicable of the occurrence of a Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue if such period of time can be reasonably estimated. Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Company's failure or delay remains uncured following written notice given to it by Customer pursuant to Section 8, Customer may thereafter cancel its order for any Equipment that has not yet been installed.

36. EFFECTIVE DATE. The Effective Date of this Agreement is stated in the first paragraph of the Agreement.

[SIGNATURE PAGE SOLAR LIGHTING AGREEMENT TO FOLLOW]

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT]

**WITNESS**

**HVS MANAGEMENT LLC**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HVS MANAGEMENT, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT]

**WITNESS**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Addendums to Follow]

Addendum A  
INSTALLATION WORK ORDER AND SCOPE OF WORK

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES AGREEMENT, effective as ~~April 21~~May 12, 2026, by and between HVS Management LLC, a Delaware limited liability company ("**Company**"), and West Port Community Development District ("**Customer**") ("**Agreement**"). This Addendum A is executed to be effective as of ~~April 21~~May 12, 2026, and is not intended to be a stand-alone document, but instead an addendum to the Agreement. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about Equipment to be installed for Customer by Company.

If the Parties agree in the future to have Company install additional Equipment for Customer, then they may execute an additional Installation Work Order and Scope of Work Addendums (e.g., change orders) in connection with each such agreement. The Parties contemplate that such additional Work Order(s) will serve the same purpose that this Addendum A serves and that each such Work Order, together with the Agreement, shall govern the Parties' relationship with respect to the Equipment installed pursuant to such Work Order(s).

EQUIPMENT. In accordance with the lighting layout previously provided to Customer and herewith approved, attached to this Addendum A as **Exhibit 1**, the Company shall install the Equipment, as per attached Exhibit 2 with each located throughout Customer's site ("**Installation Site**"), as set forth in the design documents attached as **Exhibit 2**. Upon request by Customer, Company shall provide catalog cuts, shop drawings, specifications and other data as reasonably requested by Customer's consulting engineer to confirm that the Equipment shown on Exhibit A is suitable for installation and, when installed at the outset of this Agreement, meets the applicable wind speed requirements under the Florida Builder's Code; provided however that the Customer has no obligation to make such request or confirmation. The Company represents and warrants that all Equipment supplied and installed under this Agreement, including but not limited to light poles, panels, fixtures, and associated components, are designed,

manufactured, and installed in such a manner as to comply with all applicable local, state, and federal regulations, codes, and standards, including but not limited to electrical, structural, wind speed, and safety requirements.

1. PERMITS AND CODE REQUIREMENTS. Company shall be responsible for securing, at its own expense, all permits required to deploy the Equipment at the Installation Site. Notwithstanding anything in the Agreement to the contrary, Company is responsible for and warrants that all installation work shall be performed in a good and workmanlike manner in accordance with applicable industry standards and all applicable federal, state, and local laws, codes, and regulations, including all Florida Building Code requirements, as well as all wind speed requirements. Customer and/or Customer's engineer shall cooperate with, and provide reasonable assistance to Company where necessary, during the permitting process. However, if Company is informed by the government unit responsible for issuing permits required under this Agreement that Company does not require a permit to deploy any or all of the Equipment, Company shall obtain written confirmation from such government unit and provide it to Customer.
2. RESERVED.
3. LOCATION OF EQUIPMENT: Customer or its designated representatives, agents and/or engineers shall stake the locations of Equipment on roadways and/or commercial property no more than two days prior to the installation of the Equipment by the Company. To assist Customer with the staking process, Company shall provide Customer with a final design sketch that is substantially in the form attached as **Exhibit 2** and that reflects the approximate Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer. The Customer acknowledges and agrees that the location of all light poles shall be determined and designated by the Customer or the Customer's representative, in consultation with Company.

4. UNDERGROUND OBSTRUCTIONS: Customer shall locate and advise Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the Installation Site at least two calendar days prior to the commencement of any work by the Company at the Installation Site. All cost liability for property damage to Underground Facilities by Company that were not properly identified by Customer, as described under this paragraph, shall be paid by Customer, except for those claims, losses or damages, including attorney's fees and costs, which arise or are alleged to have arisen out of (i) furnishing design, installation, operation, maintenance or removal of Equipment, or (ii) Company's negligence or failure to use reasonable care in performing excavation or installation work. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties. Any costs associated with modifying the location of a pole after Company has commenced installations and as a result of Customer's failure to identify Underground Facilities shall be borne by Customer and will be billed as a separate charge payable within 10 days after invoicing.
5. DELIVERY SCHEDULE. Notwithstanding anything in this Agreement to the contrary, it shall be a material condition of this Agreement that the Equipment be installed in accordance with the "**Installation Schedule**," which is attached as Exhibit 3 and will be updated and reviewed weekly by the parties.

[SIGNATURE PAGE TO FOLLOW]

**EXHIBIT 1**  
**TO ADDENDUM A – SCOPE OF WORK / MANUFACTURER’S WARRANTIES**

Company shall remove and dispose of all existing Recovered Energy Technology (“RET”) poles at the community.

Company shall also furnish and install the Equipment, which shall consist of 226 of the following “Lighting Units” (each, a “Lighting Unit”):

- The Clear World 280W Retroflex LED Off-Grid System Model # RS2802460
- 18Foot 5-inch O.D. Straight Aluminum Direct Burial Pole installed with structural foam
- 40W - 4000k Bilbao LED Light Fixture
- Adaptor/Tenon
- 50” Classic Decorative Base

The Lighting Units will be installed at (or, if not practicable, reasonably near, at the direction of and in consultation with Customer) the locations where the Customer’s prior RET light poles were installed. All Lighting Units as installed shall be rated for wind speeds of not less than 160 mph, or such higher rating as may be required by the Florida Building Code or other applicable law and/or governmental approvals.

Customer understands and agrees that solar lighting is set to a dimming schedule nightly to conserve energy. Customer may select from 2 or 3 prescribed schedules nightly.

INSERT CATALOG CUT OR DRAWING(S)

INSERT DESCRIPTION OF MANUFACTURER'S WARRANTIES

**EXHIBIT 2**  
**TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP**

**EXHIBIT 3**  
**TO ADDENDUM A - INSTALLATION SCHEDULE**

Installation shall commence within 75 days after the Effective date of this Agreement and be completed within 105 days subject to receipt of all required permits.

Company shall provide weekly updates of estimated installation dates starting 30 days prior to installation. Upon final scheduling of the work, Company shall coordinate the work including the removal of existing poles and the installation of the new poles with Customer's representative. It is Company's intention to remove the existing poles and install the new poles at the same time as to limit disruption to the residents.

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM A]

**WITNESS**

**HVS MANAGEMENT LLC**

By:  
Name:  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
—

By:  
Name:  
Title:

By:  
Name:  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
—

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HVS MANAGEMENT, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM A]

**WITNESS**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Addendum B  
MAINTENANCE SCOPE OF WORK

This is Addendum B to that certain SOLAR LIGHTING AS A SERVICES AGREEMENT, effective as May 12, 2026, by and between HVS Management LLC, a Delaware limited liability company ("**Company**"), and West Port Community Development District ("**Customer**") ("**Agreement**"). This Addendum B is executed to be effective as of May 12, 2026, and is not intended to be a stand-alone document, but instead an addendum to the Agreement. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum B have the meaning ascribed to them in the Agreement or in Addendum A.

This Addendum B provides details about maintenance<sup>5</sup> required for the Equipment to be installed for Customer by Company per Addendum A.

1. **GENERAL** - This specification sets out the minimum requirements for the routine and non-routine maintenance of all the Equipment, so that the Equipment remains in good condition, operates as designed and meets the specified requirements. Equipment to be replaced as required under this specification include but are not limited to:
  - Connections and wiring inside pole from control gear to lamp head,
  - Power generation,
  - power storage, and
  - lighting equipment.

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<sup>5</sup> Except as expressly provided for in this Agreement, Company's maintenance obligations under this Agreement, including all routine and non-routine maintenance shall in no way include repairing or otherwise addressing damage caused by Externalities. However, Company may be required to repair/address any such Externalities pursuant to a separate work order between the Parties.

## **1.1 COVERED COMPONENTS**

- a. LED Luminaires
- b. Solar array
- c. Lithium ION batteries
- d. ALL electrical and electronics components
- e. All hardware such as poles, bases, nut and bolts.

## **2. PARTS AND EQUIPMENT**

**2.1 SUPPLY** - For the purpose of maintaining the Equipment under this Agreement, Company shall supply all parts and equipment items.

**2.2 EXPENSE** - Company shall have the option to replace or repair the light at Company's sole expense.

**2.3 DAMAGED, DEFECT, OR REDUNDANT EQUIPMENT** - All damaged, defective, or redundant parts and equipment shall be removed from the site and disposed of by Company. If such damage, defective or redundant part or equipment is the result of an Externality, the costs of the repair, replacement, removal and/or disposal of such part or equipment shall be the Customer's responsibility.

## **3. ROUTINE MAINTENANCE**

**3.1 GENERAL** - For routine Equipment maintenance, Company shall undertake regular inspections at its own cost and expense at least once every year and provide a written report with photographic documentation of any deficiencies on lamp outages, damaged solar panel, damaged or crooked poles, and any other deficiencies.

**3.2 FUNCTIONAL CHECK SERVICE** - Equipment maintained under this specification shall be activated and checks performed at least once a year for testing correct operation during normal hours and shall include but not be limited to the following:

- Run diagnostic check, with software provided, to assess battery health, solar panel production and lighting program activation.
- Turn all switches OFF & ON to stop dust build-up. Clean solar cell surfaces when needed.

- Luminaire cleaning and inspection,
- Inspect for any sign of vermin damage in the cabinet.
- Advise Customer of trees that interfere with solar-panels and light output of luminaires
- Check all support structures for their integrities.

### **3.3 ROUTINE MAINTENANCE RECORDS AND REPORTS**

- a. Company shall keep and maintain accurate records of all replacements, alterations and repairs made to any equipment to maintain the Equipment consistent with the requirements of this Agreement, including the specifications.
- b. Company shall enter all routine and non-routine work carried out by Company in an asset management system or other logs.
- c. Company shall retain records of all repair details for at least a period of five (5) years (or such other period as may be required by Florida's public records or other laws) and have them readily available for inspection by Customer.

## **4. NON-ROUTINE MAINTENANCE**

**4.1 GENERAL** - For non-routine maintenance of Equipment, Company shall attend Equipment sites on a 'call-out' basis to inspect and repair reported faults in the Equipment within the time set out in Section 5.2.

### **4.2 FAULT ATTENDANCE**

- a. Fault Attendance Service - Provide a fault attendance service for all Equipment failures arising from any cause, which shall be repaired within the time set out in Section 5.2 if such cause is such is the responsibility of Company (e.g., defective lamp). If such cause is the responsibility of Customer (e.g., Externality), the repairs shall take place withing the time set out in a separate scope of work.

All repair works must be in accordance with the terms of the Agreement.

**4.3 PROCEDURE** - In the event of a fault call, Company shall attend the site as soon as possible, and within no more than ten (10) business days, conditioned upon reasonable and safe access to such damaged equipment.

The fault shall be rectified as soon as practicable after arrival at the site if Company obligation, or after execution of a separate work order if Customer obligation, conditioned upon reasonable and safe access to such damaged equipment. However, in the event Company is delayed in rectifying a fault, Parties agree to meet and confer (i) for Company to demonstrate the extent of its efforts to rectify the fault, (ii) if necessary due to lack of replacement Equipment or repair parts, for Company to provide Customer with at least two options for replacement or repair such Equipment, both of which shall be materially similar to the Equipment, and one of which Customer may select within a reasonable time, and (iii) to collaboratively develop a schedule for Company to rectify the fault with all reasonable expediency. Nothing in this Paragraph 4.3 modifies or changes Company's obligations under the Agreement.

## **5 REQUIREMENTS APPLICABLE TO BOTH ROUTINE AND NONROUTINE MAINTENANCE**

**5.1 GENERAL** - Equipment shall be maintained to the following standards:

- a. The light output of each individual lamp shall not fall below 70% of the stated initial average foot candles listed in Addendum A.
- b. Ensure all support structures for lighting are structurally sound,
- c. Attend all response times as set out in Clause 5.2.

**5.2 Performance Indicators** – The Company shall commence attending to all faults which are Company's responsibility pursuant to the Agreement within the following maximum response times<sup>6</sup>:

- a. If any of the conditions in Section 5.1 are not met, Company shall commence action to rectify the problem within ten (10) business days conditioned upon reasonable and safe access to such damaged equipment, and complete the repairs subject to the parameters as set by the Manufacturer.
- b. If any of the conditions in Section 5.1 create an unsafe situation, Company shall commence making the site safe within ten (10) business days of notification, conditioned upon reasonable and safe access to such damaged Equipment. However, Company will take all

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<sup>6</sup> Response times for items that are Customer's responsibility (e.g., Externalities) will be determined by separate work orders/agreements. The Parties agree to utilize the response times in Section 5.2 in such work orders/agreements to the extent practicable.

reasonable efforts to respond to unsafe situations that create a hazardous situation to the public and motorists as soon as possible, conditioned upon reasonable and safe access to such damaged equipment.

**5.3** . Customer shall comply with all reasonable directions of Company concerning emergency repairs.

#### **5.4 DRAWINGS**

Where supplied by the Customer, one set of drawings shall be stored in the lighting cabinet (if provided) at each site and one shall be stored at Company's office.

Any drawings that are different to the site conditions shall be marked in red to show details of these and any 'Work as Executed' (WAE) variations must be forwarded to the Company within seven (7) days. The copy of such drawings stored in the lighting cabinet (if provided) must be marked in red to indicate that the current issue is being amended.

All drawings issued to Company shall be returned to the Customer at the completion of an Agreement.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM B]

**WITNESS**

**HVS MANAGEMENT LLC**

By:  
Name:  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
—

By:  
Name:  
Title:

By:  
Name:  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
—

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HVS MANAGEMENT, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM B]

**WITNESS**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Addendum C  
PAYMENT SCHEDULE

This is Addendum C to that certain SOLAR LIGHTING AS A SERVICES AGREEMENT, effective as \_\_\_\_\_, 2026, by and between HVS Management LLC, a Delaware limited liability company ("**Company**"), and West Port Community Development District ("**Customer**") ("**Agreement**"). This Addendum C is executed as of \_\_\_\_\_, 2026, and is not intended to be a stand-alone document, but instead an addendum to the Agreement. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum C have the meaning ascribed to them in the Agreement or in Addendum A or Addendum B.

This Addendum C provides details about Payments due under the Agreement.

1. PAYMENT SCHEDULE. Customer agrees to pay Company the sum of \$69.00 per month per Lighting Unit as outlined in the Agreement ("Monthly Payment"). Payments commence on the Payment Start Date and shall continue for 240 months from the Payment Start Date and shall be made using checks or, if available, ACH or other automatic electronic transfer.
2. The Monthly Payment will escalate by 2.5% on the payment due for month 37 and will increase annually by 2.5% thereafter.
3. Monthly Payments shall include Monthly Maintenance Expenses, which shall be \$5.00 per month per Lighting Unit. In the event Customer is allowed to and properly terminates the Company's provision of Maintenance under the Agreement, Customer may exclude the Monthly Maintenance Expense from its Monthly Payment. As a point of clarification, and as of the Effective Date, the \$69.00 per month per Lighting Unit would be reduced to \$64.00 per month per Lighting Unit in the event that the District terminates the Company's provision of Maintenance under the Agreement.
4. Reserved.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM C]

**WITNESS**

**HVS MANAGEMENT LLC**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HVS MANAGEMENT, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR SOLAR LIGHTING AGREEMENT – ADDENDUM C]

**WITNESS**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:

By:  
Name:  
Address:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

## **RELEASE AND SETTLEMENT AGREEMENT**

This Agreement (the “Settlement Agreement”) is made and entered into as of the 12<sup>th</sup> day of May, 2026 (the “Effective Date”), and is by and between HV Solar Lighting, LLC (“HVS”) and West Port Community Development District (“CDD”). HVS and the CDD may be referred to herein individually as a “Party” or together as the “Parties”.

### **RECITALS**

A. **WHEREAS**, the CDD entered into that certain Solar Lighting as a Service Agreement with Recovered Energy Technologies (USA) Inc. (“RET”) dated September 1, 2021 (as may have been amended from time to time, and together, the “Original Agreement”);

B. **WHEREAS**, HVS provided CDD with an Assignment and Assumption of Lighting Service Agreement dated June 1, 2023 between RET and HVS (the “Assignment”), and represented that RET assigned the Original Agreement to HVS;

C. **WHEREAS**, a dispute exists between the CDD and HVS regarding the Equipment, as that term is defined in the Original Agreement, installed by or on behalf of RET pursuant to the Original Agreement;

D. **WHEREAS**, RET claims that it owns the Equipment, and HVS claims that it owns the Equipment;

E. **WHEREAS**, a dispute exists between RET and HVS, the details of which are unknown to the CDD;

F. **WHEREAS**, without admitting any liability, the Parties desire to amicably resolve their differences, as set forth herein; and

**NOW, THEREFORE**, in consideration of the promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1.0 Representation and Warranty regarding Assignment; Execution of a New Agreement.** HVS represents and warrants to the CDD that the Assignment is valid, binding, and enforceable, that HVS has obtained all necessary consents to effectuate the Assignment, and that HVS believes and maintains that RET has no continuing rights, title, or interest in or to the Original Agreement or the Equipment. The CDD is entering into this Settlement Agreement in reliance upon these representations.

The CDD terminated the Original Agreement with RET by letter dated August 12, 2025. To the extent HVS is the real party in interest pursuant to the assignment, the CDD and HVS hereby terminate the Original Agreement for purposes of this agreement and assuming HVS is in fact the real party in interest pursuant to the assignment, effective as of the Effective Date of this Settlement Agreement, and contemporaneously herewith enter into a new Solar Lighting as a Service Agreement a copy of which is attached hereto as **Exhibit A** (the "New Agreement").

**2.0 Assignment of Claims.** The CDD hereby assigns to HVS any and all claims, causes of action, demands, and rights of recovery it may have against RET, including but not limited to RET's officers, directors, shareholders, owners, employees, agents, insurers, or related entities under the Original Agreement or related to RET's actions pursuant to the Original Agreement. These assignments include but are not limited to claims for breach of contract, breach of warranty, negligence, and any other claims arising from or related to the Equipment, RET's performance, and/or RET's insurance agreement. The CDD hereby further certifies and agrees that

it has previously provided HVS with copies of: (1) a record of all proceeds received by the CDD from any of its insurance companies and/or any of the entities and/or their insurers against which potential claims are being assigned hereunder, and (2) an accounting of any payments made by the CDD to RET, if any.

The CDD also hereby assigns to HVS any claims it may have against any home builder, contractor, subcontractor, utility company, or landscaping company, related to any action that may have interfered with the stability of the Equipment.

The CDD does not guarantee or certify that it has any such claims nor does the CDD guarantee or certify that to the extent any such claims described in this section exist that any such claims (if any) are viable. HVS takes this assignment at its sole risk. It is expressly understood and agreed that in the event HVS pursues any assigned claim, it will do so at its sole cost and expense. Further, if HVS pursues any assigned claim and/or must defend the CDD from any claims against the RET Entities, the CDD will reasonably cooperate and provide CDD staff support (e.g., by providing records, etc.) at HVS's expense (and based on the rates established in the CDD's standard staff contracts), provided however that HVS shall be responsible for defending the CDD from any claims from the RET Entities as set forth herein, and the CDD's staff reasonable support, to be provided at HVS's cost and expense, shall not be construed to mean that the CDD is assuming any such responsibilities. HVS represents and warrants that it understands that, in pursuing any assigned claims, HVS may be subject to Florida's public records laws and agrees to comply with all such public records obligations, including maintaining records, responding to public records requests, and providing records to the CDD as required by law. HVS also understands and agrees that there may be legal bases to argue that this assignment is invalid, and HVS expressly undertakes

that risk, in which case the CDD shall pursue such actions at HVS's reasonable direction and at HVS's sole cost and expense, including paying the CDD for staff time at the rates established in the CDD's staff contracts. HVS shall pay such fees and costs within fifteen (15) days of the CDD's written invoice or demand therefor, which shall include documentation reasonably detailing the work performed. Failure to pay any submitted invoice immediately shall result in no further required cooperation by the CDD under the terms of this agreement.

Notwithstanding any provision herein to the contrary, and at HVS's sole cost and expense, CDD shall submit claims for and diligently pursue all supplemental insurance payments to which it may be entitled under its policy of insurance with Florida Insurance Alliance bearing policy number 100124471 for losses arising out of Hurricane Milton on or about October 9, 2024 and assigned Claim Number 100124471-001 (the "Claim"). CDD, through counsel to be provided and paid for by HVS, shall pursue such payments and shall provide HVS with copies of all documents submitted to and received from its insurance agents/broker and the insurer in connection with the Claim. Upon receipt of any supplemental payment relating to the Claim, CDD shall immediately notify HVS of same and, thereafter, remit payment to HVS for the full amount of any supplemental payment received provided there are no amounts due and owing from HVS to CDD, which amounts CDD shall be entitled to offset, if applicable.

### **3.0 Releases.**

**a. Release by HVS.** In consideration of the promises and obligations set forth herein, HVS, on behalf of itself, its officers, directors, owners, predecessors, successors, employees, assigns, affiliates, parents, subsidiaries and related companies, agents, representatives, members, managers, partners, shareholders, joint ventures and any person

claiming under or through any of the foregoing (the “HVS Entities”<sup>1</sup>), hereby fully and forever releases, satisfies and forever discharges the CDD, and its future, past and present officers, directors, employees, Board Supervisors, managers, engineers, agents, and attorneys (together, the “CDD Entities”<sup>2</sup>), from and against any and all past, present, and future claims, obligations, debts, causes of action, demands, liabilities, whether known and/or unknown, patent and/or latent, anticipated and/or unanticipated, liquidated and/or unliquidated, arising out of, resulting from and/or relating to the Original Agreement and/or the Equipment installed under the Original Agreement including, but not limited to, claims for damage to real or personal property, cost of repair, loss of use, diminished value, personal injury, bodily injury, contractual damages, negligence, negligent misrepresentation, breach of contract, nuisance, trespass, common law and/or contractual indemnification, subrogation, as well as any form of compensatory, consequential, exemplary, and/or statutory damages. The foregoing release shall not bar the Parties to this Settlement Agreement from enforcing the terms of this Settlement Agreement.

**b. Release by the CDD Entities.** In consideration of the promises and obligations set forth herein, the CDD Entities hereby fully and forever release and discharge the HVS Entities from and against any and all past, present, and future claims, obligations, debts, causes of action, demands, liabilities, whether known and/or unknown, patent and/or latent, anticipated and/or unanticipated, liquidated and/or unliquidated,

---

<sup>1</sup> HVS specifically agrees and represents that the HVS Entities do not include any of the RET Entities; even if it is determined by a Court of Law that RET was affiliated or otherwise associated with HVS such that RET would otherwise be included as one of the HVS Entities pursuant to this definition.

<sup>2</sup>The CDD specifically agrees and represents that the CDD Entities do not include RET; even if it is determined by a Court of Law that RET was affiliated or otherwise associated with the CDD such that RET would otherwise be included as one of the CDD Entities pursuant to this definition.

arising out of, resulting from and/or relating to the Original Agreement and/or the Equipment installed under the Original Agreement. The foregoing release shall not bar the Parties to this Settlement Agreement from enforcing the terms of this Settlement Agreement.

**4.0 Indemnification.** To the fullest extent permitted by law, HVS shall defend, indemnify and hold harmless the CDD Entities (collectively, the "Indemnitees") against all liabilities, claims, demands, suits, actions, proceedings, damages, judgments, and expenses including, but not limited to, attorneys' fees, that arise in any way, directly or indirectly, out of any actual and/or alleged claim, demand, action, cause of action, liability, loss, damage, cost and/or expense (including reasonable attorneys' fees and costs), brought, threatened and/or asserted against the CDD Entities by RET or any RET any current, past or future subsidiary, affiliate, officer, director, shareholder, partner, owner, employee, parent company, subsidiary, related company, predecessor, successor, agent, assign, and/or joint venture (together, "RET Entities") related to the Original Agreement, the Assignment, this Settlement Agreement and/or the New Agreement (collectively "Indemnified Losses"). HVS acknowledges and agrees that this provision obligates HVS to defend, indemnify and hold harmless the CDD Entities from any and all claims, liabilities, losses, damages, costs, expenses, and attorneys' fees incurred by or assessed against the CDD Entities and/or any the Indemnitees as a result of this Settlement Agreement, the Original Agreement, the Assignment, the New Agreement and any other matter whatsoever related to and/or arising from this Settlement Agreement, the Original Agreement, the Assignment, the New Agreement, the relationship between RET and the CDD, the relationship between HVS and RET, and/or the Equipment.

***Asset and Corporate Maintenance.*** HVS covenants and agrees that, for the longer of the applicable (i) statute of limitations or (ii) statute of repose, relating to the assertion of any claim by the RET Entities arising out of or relating to this Settlement Agreement, the Original Agreement, the Assignment, the New Agreement, or the Equipment, HVS shall: (a) maintain its existence in good standing as a limited liability company under the laws of its state of organization; (b) maintain assets sufficient to satisfy its obligations under this Settlement Agreement, including but not limited to its indemnification and related obligations under Section 4.0 hereof; (c) not dissolve, liquidate, wind up, or otherwise terminate its legal existence; (d) not transfer, convey, sell, assign, or otherwise dispose of all or substantially all of its assets, whether in a single transaction or series of related transactions, except to a successor entity that expressly assumes all of HVS's obligations under this Settlement Agreement in a written instrument reasonably acceptable to and agreed to in writing by the CDD; and (e) except as otherwise permitted in Section 4.0, not take any action, or fail to take any action, the purpose or effect of which is to render HVS unable to perform its obligations under this Settlement Agreement. In order to provide further assurance to the CDD for the purposes of entering into this Settlement Agreement, and for the longer of the applicable (i) statute of limitations or (ii) statute of repose, relating to the assertion of any claim by the RET Entities arising out of or relating to this Settlement Agreement, the Original Agreement, the Assignment, the New Agreement, or the Equipment, GC (defined in the joinder attached hereto) agrees to maintain at least \$ \_\_\_\_\_ in total assets, and at least \$ \_\_\_\_\_ in liquid assets. HVS shall provide written notice to the CDD at least thirty (30) days prior to any proposed merger, consolidation, reorganization, sale of substantially all assets, or change of control affecting HVS, and the proposed transaction shall not occur without

the CDD's written agreement, which shall not be unreasonably withheld provided HVS provides written assurances and documentation acceptable to the CDD that the same will require the acquiring, merged, consolidated, reorganized, successor, or otherwise related entity to assume HVS's indemnification obligations in addition to HVS maintaining those obligations.

**5.0 Past Due Payments.** Notwithstanding anything to the contrary herein, the Parties agree that the CDD has no obligation to make any payments under the Original Agreement, and HVS waives and releases any claim for such monies, and, without limiting Section 4.0 above in any way, agrees to defend and indemnify the CDD from any claims for such monies pursuant to Section 4.0 above.

**6.0 Insurance Proceeds.** In addition to the obligations in Section 2.0 of this Settlement Agreement, the CDD agrees to provide: (a) copies of any and all potentially applicable insurance policies; (b) copies and/or records of communications with each such insurance company and broker related to the submission of any claim related to the Original Agreement or the Equipment installed thereunder (the "Insurance Claims"); and (c) to the extent available to the CDD, copies of any investigations, assessments, accountings and/or communications, including non-privileged information gathered as part of any investigation, related to the Insurance Claims; and (d) a completed accounting of any and all funds received related to such Insurance Claims. Notwithstanding anything to the contrary herein, the Parties agree that the CDD has no obligation to provide to HVS or any other entity any of the insurance monies that the CDD has previously recovered, and HVS waives and releases any claim for such monies, and, without intending to limit Section 4.0 above in any way, agrees to defend and indemnify the CDD from any claims for such monies pursuant to Section 4.0 above. The CDD represents that the CDD has received

approximately \$84,000 in insurance proceeds from its original insurance claim, and that the CDD has spent more than that amount on legal and engineering fees and costs in addressing the Equipment and storm damage thereto resulting from Hurricane Milton, as well as related matters.

**7.0 Resolution of Claims/Entire Agreement.** The provisions of this Settlement Agreement are contractual and not merely recitals and are intended to resolve disputed claims. This Settlement Agreement and Exhibit A hereto contain all of the terms of the agreement between the Parties. This Settlement Agreement supersedes all prior written and/or oral agreements or representations made by the Parties and all prior statements, representations, promises or agreements, whether written or oral, are merged herein. This Settlement Agreement may be modified only in a writing signed by the Parties.

**8.0 Applicable Law.** This Settlement Agreement is to be governed and construed in accordance with the laws of the State of Florida. Any action to enforce the terms of this Settlement Agreement shall be brought in a court of competent jurisdiction located in or with authority over the county where the CDD is located.

**9.0 Authority to Execute.** The Parties each individually represent and warrant that they own the claims released by the terms of this Settlement Agreement and that none of the claims has been assigned, transferred or otherwise conveyed to any third-party. The Parties each represent and warrant that the person executing this Settlement Agreement is authorized to do so on behalf of its respective entity and has been vested with the specific authority to bind its respective entity to the duties of performance and covenants contained herein. This provision is an express condition precedent and material term of this Settlement Agreement upon which the Parties have relied. HVS agrees to cause its counsel to provide an opinion (“**Opinion Letter**”) of its legal

counsel in a form attached hereto as **Exhibit \_\_\_\_**, and in order to induce the District to enter into this Settlement Agreement and the Solar Lighting as a Service Agreement (together, “**Agreements**”). HVS understands and agrees that the District is relying on the Opinion Letter in order to enter into the Agreements, and absent the Opinion Letter, would not enter into the Agreements.

**10.0 Attorneys’ Fees & Expenses.** Each Party hereto shall bear its own attorneys’ fees, expenses, and costs arising from the disputes and this Settlement Agreement and all matters related to the foregoing.

**11.0 Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. Electronically stored images of signatures (*e.g.*, PDF) shall be given equal dignity as original signatures.

**12.0 No Admission of Liability.** It is understood and agreed by the Parties that neither this Settlement Agreement nor any negotiations leading up to this Settlement Agreement are to be construed as an admission of liability or wrongdoing.

**13.0 Severability.** In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Settlement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**14.0 Joint Drafting.** The Parties acknowledge that this Settlement Agreement was drafted jointly among the Parties. The language of this Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the Parties. The

Parties also intend that the neuter, feminine and masculine gender when used in this Settlement Agreement shall include each of the other genders and the use of the singular in this Settlement Agreement shall include the plural and vice versa.

**15.0 Public Records.** HVS acknowledges that this Settlement Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

**WHEREFORE**, the parties below execute the *Release and Settlement Agreement* to be effective as of the Effective Date.

**WITNESS**

**WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

[SIGNATURE PAGE FOR RELEASE AND SETTLEMENT AGREEMENT]

WITNESS

HV SOLAR LIGHTING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HV SOLAR LIGHTING, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**JOINDER OF HVS MANAGEMENT LLC**

The undersigned, as authorized signatory for **HVS Management LLC**, a Delaware limited liability company with an address of c/o A Registered Agent, Inc., 8 The Green, Suite A, Dover DE 19901 (“**HVSM**”), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged (including among other things the District entering into the New Agreement), does hereby join in and consent solely to Section 4.0 of the *Release and Settlement Agreement* (“**Agreement**”), between HV Solar Lighting, LLC and the West Port Community Development District such that Section 4.0 of the Agreement applies equally to HVS and HVSM, as though the term “**HVS**” when used in Section 4.0 of the Agreement includes both HVS and HVSM, such that that HVSM owes all of the same obligations of HVS to the District under Section 4.0 of the Agreement.

**WITNESS**

**HVS MANAGEMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **HVS MANAGEMENT, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**JOINDER OF GREENYIELD CAPITAL LLC**

The undersigned, as authorized signatory for **Greenyfield Capital LLC**, a Delaware corporation, with an address of c/o A Registered Agent, Inc., 8 The Green, Suite A, Dover DE 19901 (“**GC**”), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged (including among other things the District entering into the New Agreement), does hereby join in and consent solely to Section 4.0 of the *Release and Settlement Agreement* (“**Agreement**”), between HV Solar Lighting, LLC and the West Port Community Development District such that Section 4.0 of the Agreement applies equally to HVS and GC, as though the term “**HVS**” when used in Section 4.0 of the Agreement includes both HVS and GC, such that that GC owes all of the same obligations of HVS to the District under Section 4.0 of the Agreement.

**WITNESS**

**GREENYIELD CAPITAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as a legally authorized representative of **GREENYIELD CAPITAL, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

\_\_\_\_\_, 2026

Board Supervisors  
West Port Community Development District  
c/o Kristen Suit, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: *Release and Settlement Agreement and Solar Lighting as a Service Agreement*

Ladies and Gentlemen:

My firm serves as legal counsel to HV Solar Lighting, LLC, HVS Management, LLC, and Greenyfield Capital LLC (each, "HVS Party" and collectively, "HVS Parties"). In consideration for the payment of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned renders this opinion ("Opinion Letter") in favor of the West Port Community Development District ("District"), and in order to induce the District to enter into that certain *Release and Settlement Agreement* with the HVS Parties and that *Solar Lighting as a Service Agreement* with HVS Management, LLC (together, "Agreements"). The undersigned understands and agrees that the District is relying on this Opinion Letter in order to enter into the Agreements, and absent this Opinion Letter, the District would not enter into the Agreements.

In our capacity as counsel to the HVS Parties, we have examined (i) the Agreements, as well as (ii) the Articles of Organization and Operating Agreements of the HVS Parties, certificates of good standing for each of the HVS Parties issued by the State of Florida on \_\_\_\_\_, 202\_, and all other documents necessary for the undersigned to render the opinions set forth in this Opinion Letter (item (ii) together, "Organizational Documents," together with the Agreements, the "Documents").

Based on the forgoing, we are of the opinion that:

1. The HVS Parties are limited liability companies organized and existing under the laws of the State of Delaware, and are authorized to do business in the State of Florida.
2. The HVS Parties each have the power to conduct their respective businesses and to undertake the obligations set forth in the Agreements.
3. The Documents have been duly authorized, executed and delivered by the HVS Parties and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the HVS Parties, enforceable in accordance with their respective terms.
4. The execution, delivery and performance of the Agreements by the HVS Parties do not violate (i) the respective operating agreements of the HVS Parties, (ii) to our knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which either of the HVS Parties are a party or by which either of any of such entity's assets are or may be bound; or (iii) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on either of the HVS Parties or their respective assets.
5. There is no litigation pending which would prevent or prohibit the HVS Parties from entering into the Agreements.

6. The HVS Parties do not include any of the RET Entities (as defined in the *Release and Settlement Agreement*); even if it is determined by a Court of Law that RET was affiliated or otherwise associated with HVS such that RET would otherwise be included as one of the HVS Parties.

7. To the best of my knowledge after due inquiry, none of the HVS Parties has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of my knowledge after due inquiry, none of the HVS Parties has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

8. To the best of my knowledge after due inquiry, none of the HVS Parties is in default under any mortgage, trust indenture, lease or other instrument to which it or any of their respective assets are subject, which default would have a material adverse effect on the Agreements.

Very truly yours,

[insert firm name]

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 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, 2026, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2026 and ending September 30, 2027 ("**Fiscal Year 2026/2027**"); 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 2026/2027 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:** August 11, 2026

**HOUR:** 12:30 p.m.

**LOCATION:** Punta Gorda Charlotte Library  
401 Shreve St.  
Punta Gorda, Florida 33950

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 12TH DAY OF MAY, 2026.**

ATTEST:

**WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2026/2027 Proposed Budget

**Exhibit A: Fiscal Year 2026/2027 Proposed Budget**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2027**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
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**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2027**

	Fiscal Year 2026			Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	
<b>REVENUES</b>				
Assessment levy: on-roll - gross	\$ 1,256,828			\$ 1,256,766
Allowable discounts (4%)	(50,273)			(50,271)
Assessment levy: on-roll - net	1,206,555	\$ 1,112,146	\$ 68,938	\$ 1,181,084
Grants and donations FEMA	-	19,305	-	19,305
Total revenues	<u>1,206,555</u>	<u>1,131,451</u>	<u>68,938</u>	<u>1,200,389</u>
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	48,000	24,000	24,000	48,000
Legal	25,000	16,444	8,556	25,000
Engineering	3,500	-	3,500	3,500
Audit	9,500	4,700	4,800	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	226	274	500
Printing & binding	500	250	250	500
Legal advertising	1,200	162	1,038	1,200
Annual special district fee	175	175	-	175
Insurance	7,200	6,530	670	7,200
Contingencies/bank charges	1,200	384	816	1,500
Website				
Hosting & maintenance	705	705	-	705
ADA compliance	210	145	65	210
Tax collector	25,137	21,356	3,250	24,606
Total professional & administrative	<u>176,527</u>	<u>99,927</u>	<u>76,069</u>	<u>174,996</u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2027**

	Fiscal Year 2026			Proposed Budget FY 2027	
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		Total Actual & Projected
<b>Field operations (shared)</b>					
Management	40,000	20,000	20,000	40,000	40,000
Accounting	8,000	4,000	4,000	8,000	8,000
Property insurance	24,000	6,101	-	6,101	9,000
Line of credit- principal & interest	30,000	15,058	3,336	18,394	30,000
Line of credit- principal prepayment	-	19,305	-	19,305	-
Stormwater management					
Lake maintenance	38,544	21,077	17,467	38,544	38,544
AccuTab buckets	33,600	-	33,600	33,600	33,600
Streetlighting	150,000	48,486	101,514	150,000	125,000
Irrigation supply					
Maintenance contract	7,580	3,750	3,830	7,580	7,580
Electricity	34,000	9,301	24,699	34,000	34,000
Repairs and maintenance	2,625	17,399	2,000	19,399	7,000
Effluent	60,000	44,204	15,796	60,000	60,000
Monuments and street signage					
Repairs and maintenance	4,200	14,950	2,000	16,950	15,000
Electricity	16,238	11,107	5,131	16,238	21,000
Holiday decorating	10,000	-	10,000	10,000	10,000
Landscape maint.					
Maintenance contract	289,055	134,712	154,343	289,055	299,000
Pest, OTC Injections and Top Choice	16,132	9,351	6,781	16,132	20,605
Mulch, pine straw & annual installation	190,798	8,700	182,098	190,798	150,300
Contingency	20,000	450	19,550	20,000	15,000
Plant replacement	20,000	38,083	25,000	63,083	70,000
Irrigation repairs	30,000	18,727	11,273	30,000	30,000
Roadway maintenance	5,250	5,926	1,500	7,426	6,000
Total field operations	<u>1,030,022</u>	<u>450,687</u>	<u>643,918</u>	<u>1,094,605</u>	<u>1,029,629</u>
Total expenditures	<u>1,206,549</u>	<u>550,614</u>	<u>719,987</u>	<u>1,269,601</u>	<u>1,206,504</u>
Excess/(deficiency) of revenues over/(under) expenditures	6	580,837	(651,049)	(69,212)	(9)
Fund balance - beginning (unaudited)	269,520	343,499	924,336	343,499	274,287
Fund balance - ending (projected)	<u>\$ 269,526</u>	<u>\$ 924,336</u>	<u>\$ 273,287</u>	<u>\$ 274,287</u>	<u>\$ 274,278</u>

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

**Expenditures**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (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 &amp; 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	1,550
<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	25,135
<b>Field operations (shared)</b>	
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	9,000
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	125,000
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	7,000
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	15,000
Covers the costs of periodic repairs to the monuments and street signage as well as once a year pressure washing of the monuments.	
Electricity	21,000
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	299,000
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	20,605
Mulch, pine straw & annual installation	150,300

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

**Expenditures (continued)**

Contingency	15,000
Plant replacement	70,000
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	6,000
Covers the periodic roadway repairs and sidewalk/paver brick cleaning	
Total expenditures	<u><u>\$ 1,206,504</u></u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL REVENUE FUND BUDGET AREA 1  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 647,455				\$ 647,453
Allowable discounts (4%)	(25,898)				(25,898)
Assessment levy: on-roll - net	<u>621,557</u>	\$ 577,807	\$ 43,750	\$ 621,557	<u>621,555</u>
Grants and donations FEMA	-	119,672	-	119,672	-
Total revenues	<u>621,557</u>	<u>697,479</u>	<u>43,750</u>	<u>741,229</u>	<u>621,555</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Special counsel	-	28,461	10,000	38,461	-
Total professional & administrative	<u>-</u>	<u>28,461</u>	<u>10,000</u>	<u>38,461</u>	<u>-</u>
<b>Field operations</b>					
Management	15,000	7,500	7,500	15,000	15,000
Accounting	3,400	1,700	1,700	3,400	3,400
Property insurance	50,000	12,711	37,289	50,000	50,000
Line of credit- principal & interest	156,000	79,055	76,945	156,000	160,000
Line of credit- principal prepayment	-	119,672	-	119,672	-
Landscape maintenance	123,012	58,293	64,719	123,012	120,000
Pest, OTC Injections and Top Choice	7,164	3,033	4,131	-	9,000
Plant replacement	13,000	19,306	10,000	29,306	25,000
Mulch	33,529	-	33,529	33,529	40,000
Irrigation repairs	4,000	17,373	10,000	27,373	10,000
Contingency	50,000	-	50,000	50,000	40,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Solar streetlighting	148,500	71,005	77,495	148,500	187,130
Total field operations	<u>608,605</u>	<u>389,648</u>	<u>378,308</u>	<u>760,792</u>	<u>664,530</u>
<b>Other Fees and Charges</b>					
Tax collector	12,949	11,095	1,854	12,949	12,949
Total other fees and charges	<u>12,949</u>	<u>11,095</u>	<u>1,854</u>	<u>12,949</u>	<u>12,949</u>
Total expenditures	<u>621,554</u>	<u>429,204</u>	<u>390,162</u>	<u>812,202</u>	<u>677,479</u>
Excess/(deficiency) of revenues over/(under) expenditures	3	268,275	(346,412)	(70,973)	(55,924)
Fund balance - beginning (unaudited)	177,068	349,668	617,943	349,668	278,695
Fund balances - ending Unassigned	177,071	617,943	271,531	278,695	222,771
Fund balance - ending (projected)	<u>\$ 177,071</u>	<u>\$ 617,943</u>	<u>\$ 271,531</u>	<u>\$ 278,695</u>	<u>\$ 222,771</u>

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

<b>Expenditures</b>	
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	160,000
Landscape maintenance	120,000
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	9,000
Plant replacement	25,000
Mulch	40,000
Irrigation repairs	10,000
Covers the costs of periodic sprinkler head, valve replacements and line repairs.	
Contingency	40,000
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	187,130
Tax collector	12,949
Total expenditures	<u>\$ 677,479</u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA ONE - 2020)  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 408,403				\$ 408,403
Allowable discounts (4%)	(16,336)				(16,336)
Assessment levy: net	392,067	\$ 364,472	\$ 27,595	\$ 392,067	392,067
Interest	-	7,082	-	7,082	-
Total revenues	392,067	371,554	27,595	399,149	392,067
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	145,000	-	145,000	145,000	150,000
Interest	238,150	119,075	119,075	238,150	233,800
Total debt service	383,150	119,075	264,075	383,150	383,800
<b>Other fees &amp; charges</b>					
Tax collector	8,168	7,001	1,167	8,168	8,168
Total other fees & charges	8,168	7,001	1,167	8,168	8,168
Total expenditures	391,318	126,076	265,242	391,318	391,968
Excess/(deficiency) of revenues over/(under) expenditures	749	245,478	(237,647)	7,831	99
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(12,010)	-	(12,010)	-
Total other financing sources/(uses)	-	(12,010)	-	(12,010)	-
Fund balance:					
Net increase/(decrease) in fund balance	749	233,468	(237,647)	(4,179)	99
Beginning fund balance (unaudited)	390,846	410,186	643,654	410,186	406,007
Ending fund balance (projected)	\$391,595	\$643,654	\$406,007	\$406,007	406,106
Use of fund balance:					
Debt service reserve account balance (required)					(191,950)
Interest expense - November 1, 2027					(114,650)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 99,506

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

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>6,190,000.00</b>		<b>3,841,850.00</b>	<b>10,031,850.00</b>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA TWO - 2020)  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 413,511				\$ 413,511
Allowable discounts (4%)	(16,540)				(16,540)
Assessment levy: net	396,971	\$ 369,030	\$ 27,941	\$ 396,971	396,971
Interest	-	6,099	-	6,099	-
Total revenues	396,971	375,129	27,941	403,070	396,971
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	150,000	-	150,000	150,000	155,000
Interest	237,200	118,600	118,600	237,200	233,075
Total debt service	387,200	118,600	268,600	387,200	388,075
<b>Other fees &amp; charges</b>					
Tax collector	8,270	7,087	1,183	8,270	8,270
Total other fees & charges	8,270	7,087	1,183	8,270	8,270
Total expenditures	395,470	125,687	269,783	395,470	396,345
Excess/(deficiency) of revenues over/(under) expenditures	1,501	249,442	(241,842)	7,600	626
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(12,160)	-	(12,160)	-
Total other financing sources/(uses)	-	(12,160)	-	(12,160)	-
Fund balance:					
Net increase/(decrease) in fund balance	1,501	237,282	(241,842)	(4,560)	626
Beginning fund balance (unaudited)	361,242	379,883	617,165	379,883	375,323
Ending fund balance (projected)	\$362,743	\$617,165	\$375,323	\$375,323	375,949
Use of fund balance:					
Debt service reserve account balance (required)					(194,350)
Interest expense - November 1, 2027					(114,019)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 67,580

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

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>6,335,000.00</b>		<b>3,826,781.32</b>	<b>10,161,781.32</b>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE - 2021)  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 565,109				\$ 565,109
Allowable discounts (4%)	(22,604)				(22,604)
Assessment levy: net	542,505	\$ 504,321	\$ 38,184	\$ 542,505	542,505
Interest	-	8,487	-	8,487	-
Total revenues	542,505	512,808	38,184	550,992	542,505
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	215,000	-	215,000	215,000	220,000
Interest	316,830	158,415	158,415	316,830	311,670
Total debt service	531,830	158,415	373,415	531,830	531,670
<b>Other fees &amp; charges</b>					
Tax collector	11,302	9,685	1,617	11,302	11,302
Total other fees & charges	11,302	9,685	1,617	11,302	11,302
Total expenditures	543,132	168,100	375,032	543,132	542,972
Excess/(deficiency) of revenues over/(under) expenditures	(627)	344,708	(336,848)	7,860	(467)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(23,892)	-	(23,892)	-
Total other financing sources/(uses)	-	(23,892)	-	(23,892)	-
Fund balance:					
Beginning fund balance (unaudited)	492,919	518,874	839,690	518,874	502,842
Ending fund balance (projected)	\$492,292	\$839,690	\$ 502,842	\$ 502,842	502,375
Use of fund balance:					
Debt service reserve account balance (required)					(265,600)
Interest expense - November 1, 2027					(152,535)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 84,240

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

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>8,750,000.00</b>		<b>5,159,780.00</b>	<b>13,909,780.00</b>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA THREE)  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 168,325				\$ 168,325
Allowable discounts (4%)	(6,733)				(6,733)
Assessment levy: net	161,592	\$ 150,218	\$ 11,374	\$ 161,592	161,592
Interest	-	3,455	3,455	6,910	-
Total revenues	161,592	153,673	14,829	168,502	161,592
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	40,000	-	40,000	40,000	45,000
Interest	115,675	57,837	57,838	115,675	113,975
Total debt service	155,675	57,837	97,838	155,675	158,975
<b>Other fees &amp; charges</b>					
Tax collector	3,367	2,884	483	3,367	3,367
Total other fees & charges	3,367	2,884	483	3,367	3,367
Total expenditures	159,042	60,721	98,321	159,042	162,342
Excess/(deficiency) of revenues over/(under) expenditures	2,550	92,952	(83,492)	9,460	(750)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(4,950)	-	(4,950)	-
Total other financing sources/(uses)	-	(4,950)	-	(4,950)	-
Fund balance:					
Net increase/(decrease) in fund balance	2,550	88,002	(83,492)	4,510	(750)
Beginning fund balance (unaudited)	136,317	175,212	263,214	175,212	179,722
Ending fund balance (projected)	\$138,867	\$263,214	\$ 179,722	\$ 179,722	178,972
Use of fund balance:					
Debt service reserve account balance (required)					(79,113)
Interest expense - November 1, 2027					(56,031)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 43,828</u>

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

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>2,260,000.00</b>		<b>1,997,875.06</b>	<b>4,257,875.06</b>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2024  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 171,227				\$ 171,227
Allowable discounts (4%)	(6,849)				(6,849)
Assessment levy: net	164,378	\$ 152,809	\$ 11,569	\$ 164,378	164,378
Interest	-	1,533	-	1,533	-
Total revenues	164,378	154,342	11,569	165,911	164,378
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	35,000	-	35,000	35,000	35,000
Interest	125,055	62,527	62,528	125,055	123,375
Total debt service	160,055	62,527	97,528	160,055	158,375
<b>Other fees &amp; charges</b>					
Tax collector	3,425	2,934	-	2,934	3,425
Total other fees & charges	3,425	2,934	-	2,934	3,425
Total expenditures	163,480	65,461	97,528	162,989	161,800
Excess/(deficiency) of revenues over/(under) expenditures	898	88,881	(85,959)	2,922	2,578
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(2,665)	-	(2,665)	-
Total other financing sources/(uses)	-	(2,665)	-	(2,665)	-
Fund balance:					
Net increase/(decrease) in fund balance	898	86,216	(85,959)	257	2,578
Beginning fund balance (unaudited)	103,683	112,023	198,239	112,023	112,280
Ending fund balance (projected)	\$104,581	\$198,239	\$ 112,280	\$ 112,280	114,858
Use of fund balance:					
Debt service reserve account balance (required)					(40,238)
Interest expense - November 1, 2027					(60,848)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 13,772

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

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

<b>Date</b>	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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			-	-	-
<b>Total</b>	<b>2,295,000.00</b>		<b>2,374,102.62</b>	<b>4,669,102.62</b>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

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

Product	Units	FY 2027 SRF				FY 2026 Total Assessment per Unit
		FY 2027 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2027 DS Assessment per Unit	FY 2027 Total Assessment per Unit	
SF 40'/50'	320	\$ 708.06	\$ 709.77	\$ 1,276.26	\$ 2,694.09	\$ 2,694.13
<b>Total</b>	<b>320</b>					

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

Product	Units	FY 2027 SRF				
		FY 2027 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2027 DS Assessment per Unit	FY 2027 Total Assessment per Unit	
SF TW	120	\$ 708.06		\$ 899.48	\$ 1,607.54	\$ 1,607.58
SF 50'	163	708.06		1,249.28	1,957.34	1,957.38
SF 60'	68	708.06		1,499.13	2,207.19	2,207.23
<b>Total</b>	<b>351</b>					

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

Product	Units	FY 2026 SRF				FY 2026 Total Assessment per Unit
		FY 2027 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2027 DS Assessment per Unit	FY 2027 Total Assessment per Unit	
TH	172	\$ 601.85	\$ 603.30	\$ 956.73	\$ 2,161.88	\$ 2,161.93
SF TW	124	708.06	709.77	1,275.64	2,693.47	2,693.51
SF 50'	149	708.06	709.77	1,275.64	2,693.47	2,693.51
SF 60'	41	708.06	709.77	1,275.64	2,693.47	2,693.51
<b>Total</b>	<b>486</b>					

**Multi-Family Area, On-Roll Assessments**

Product	Units	FY 2027 SRF				
		FY 2027 O&M Assessment per Unit	Budget Area 1 Assessment per Unit	FY 2027 DS Assessment per Unit	FY 2027 Total Assessment per Unit	
MF	504	\$ 495.64		\$ -	\$ 495.64	\$ 495.67
<b>Total</b>	<b>504</b>					

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

**Assessment Area Three, Platted Lots, On-Roll Assessments**

<b>Product</b>	<b>Units</b>	<b>FY 2026 SRF</b>		<b>FY 2027 DS Assessment per Unit</b>	<b>FY 2027 Total Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>
		<b>FY 2027 O&amp;M Assessment per Unit</b>	<b>Budget Area 1 Assessment per Unit</b>			
SF 40'	61	\$ 708.06	\$ 709.77	\$ 1,275.19	\$ 2,693.02	\$ 2,693.06
SF 50'	59	708.06	709.77	1,275.19	2,693.02	2,693.06
SF 60'	12	708.06	709.77	1,275.19	2,693.02	2,693.06
<b>Total</b>	<b>132</b>					

**Assessment Area Four, Platted Lots, On-Roll Assessments**

<b>Product</b>	<b>Units</b>	<b>FY 2027 O&amp;M</b>		<b>FY 2027 DS Assessment per Unit</b>	<b>FY 2027 Total Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>			
SF TW	52	\$ 708.06		\$ 899.62	\$ 1,607.68	\$ 1,607.72
SF 50'	84	708.06		1,249.47	1,957.53	1,957.57
SF 60'	13	708.06		1,499.36	2,207.42	2,207.46
<b>Total</b>	<b>149</b>					

**On-Roll Assessments**

<b>Product</b>	<b>Units</b>	<b>FY 2027 O&amp;M</b>		<b>FY 2027 DS Assessment per Unit</b>	<b>FY 2027 Total Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>			
Commercial	5.44	\$ 1,294.31		n/a	\$ 1,294.31	\$ 1,292.43
<b>Total</b>	<b>5.44</b>					

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2026-07**

**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 2026/2027 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 2026/2027 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 2026/2027 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 12th day of May, 2026.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Comp. Exhibit A:** Fiscal Year 2026/2027 Annual Meeting Schedule

**EXHIBIT "A"**

<b>WEST PORT COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Punta Gorda Charlotte Library, 401 Shreve St., Punta Gorda, Florida 33950</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
October 13, 2026	Regular Meeting	12:30 PM
November 10, 2026	Landowners' Meeting	12:30 PM
November 10, 2026	Regular Meeting	12:30 PM
December 8, 2026	Regular Meeting	12:30 PM
January 12, 2027	Regular Meeting	12:30 PM
February 9, 2027	Regular Meeting	12:30 PM
March 9, 2027	Regular Meeting	12:30 PM
April 13, 2027	Regular Meeting	12:30 PM
May 11, 2027	Regular Meeting	12:30 PM
June 8, 2027	Regular Meeting	12:30 PM
July 13, 2027	Regular Meeting	12:30 PM
August 10, 2027	Regular Meeting	12:30 PM
September 14, 2027	Regular Meeting	12:30 PM

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2026-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING 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 Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Rules of Procedure on \_\_\_\_\_, 2026, at 12:30 p.m., at the Punta Gorda Charlotte Library, 401 Shreve Street, Punta Gorda, Florida 33950.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

**PASSED AND ADOPTED** this 12th day of May, 2026.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

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

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

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

**RULES OF PROCEDURE  
WEST PORT COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. 2026-\_\_\_\_\_  
EFFECTIVE AS OF \_\_\_\_\_, 2026**

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**Rule 1.0 General.** These Rules of Procedure supersede and replace all previously adopted Rules of Procedure.

- (1) The West Port Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and

contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
  - (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
  - (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
  - (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
  - (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or

the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to

file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**

**Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.**

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the

District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at \_\_\_\_\_. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager

1. Financial Report
  2. Approval of Expenditures
- Supervisor's requests and comments  
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving

the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
  - (a) Contain only one subject;
  - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
  - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
  - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
  - (i) the subject area to be addressed by rule development;
  - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented;
  - (v) The proposed rule number; and
  - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
  - (v) The grant of rulemaking authority for the proposed rule;

- (vi) The law being implemented or interpreted;
  - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
  - (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
  - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
  - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
  - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
  - (x) The date, time, and location of the public hearing on the proposed rule;
  - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
  - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty

(180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District may publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the

substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible . The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
  2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
  - (i) The place, date, and time of the workshop;
  - (ii) The subject area that will be addressed; and
  - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing (“**Notice of Rulemaking Petition Public Hearing**”) shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
  - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
    - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
    - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
  - (i) The date, time, and location of the public hearing; and
  - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
  - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
  - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
  - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
  - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
    - (i) The full text of the emergency rule and a summary thereof;
    - (ii) The rule number; and
    - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
  - (b) Any material incorporated by reference in the rule;
  - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
  - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
  - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be

presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of

general circulation within the county or counties in which the District is located.

- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely

requested additional material, or the petitioner’s written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District’s action. The District shall maintain a record of the type and disposition of each petition filed.

- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 120.54, 120.542, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.

- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
  
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
  - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their

dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses

in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “**contract crime**” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;

- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**

**Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.**

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice

shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
  - (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
  - (6) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding

subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
  - (5) Exceptions. This Rule is inapplicable when:
    - (a) The project is undertaken as repair or maintenance of an existing public facility;
    - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
    - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
    - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7 Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder

whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods,

supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
  
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
  
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is

determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
  - (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;

- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**

**Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.**

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**WEST PORT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

March 31, 2026

**Via First Class Mail and Electronic Mail**

Stark Sullen Grading Inc.  
9890 Bayshore Road  
North Fort Myers, Florida 33917

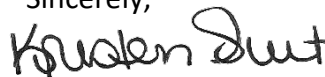
Re: West Port Community Development District  
Notice of Termination of Agreement for Lake Bank Maintenance Services

To Whom It May Concern,

Please let this letter serve as notice of termination of that certain *Lake Bank Maintenance Services Agreement* dated September 8, 2021, as (“Agreement”) between the West Port Community Development District (“District”) and Stark Sullen Grading Inc. (“Contractor”). The annual cost of the services has exceeded the statutory threshold requiring the District to publicly bid for landscaping services. Per Section 5 of the Agreement, the termination would be effective as of 30 days of this writing, however the District requests that the termination be effective as of April 30, 2026.

Thank you for your cooperation in this regard and for your service to the District. If you have any questions, please contact me at (561) 571-0010 or [suitk@whhassociates.com](mailto:suitk@whhassociates.com).

Sincerely,



Kristen Suit  
District Manager

cc: Chairperson (email only)  
cc: District Counsel (email only)

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2026**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2026**

	General Fund	Special Revenue Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Debt Service Fund Series 2022	Debt Service Fund Series 2024	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Capital Projects Fund Series 2022	Capital Projects Fund Series 2024	Total Governmental Funds
<b>ASSETS</b>													
Cash	\$ 937,094	\$ 758,065	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,695,159
Investments													
Revenue	-	-	465,935	398,478	528,135	206,697	157,871	-	-	-	-	-	1,757,116
Reserve	-	-	191,414	194,350	265,601	79,112	40,238	-	-	-	-	-	770,715
Construction	-	-	-	-	-	-	-	22,755	32,110	-	14,111	2,688	71,664
Construction - townhomes	-	-	-	-	-	-	-	-	-	167	-	-	167
Construction - single family	-	-	-	-	-	-	-	-	-	33,068	-	-	33,068
Cost of issuance	-	-	6,727	11,699	11,696	11,659	123	-	-	-	-	-	41,904
Capitalized interest	-	-	-	-	-	-	7	-	-	-	-	-	7
Interest	-	-	-	-	-	1	-	-	-	-	-	-	1
Sinking	-	-	275	2	3	-	-	-	-	-	-	-	280
Accounts receivable - impact fees	-	-	-	-	-	-	-	-	-	15,099	-	-	15,099
Due from general fund	-	-	-	-	-	-	-	-	-	25,165	-	-	25,165
Due from debt service fund	-	-	-	12,636	34,255	-	-	-	-	-	-	-	46,891
Due from Developer	2,008	-	-	-	-	-	-	-	-	-	-	-	2,008
Due from special revenue fund	27,338	-	-	-	-	-	-	-	-	-	-	-	27,338
Utility deposit	2,039	-	-	-	-	-	-	-	-	-	-	-	2,039
Total assets	<u>\$ 968,479</u>	<u>\$ 758,065</u>	<u>\$ 664,351</u>	<u>\$ 617,165</u>	<u>\$ 839,690</u>	<u>\$ 297,469</u>	<u>\$ 198,239</u>	<u>\$ 22,755</u>	<u>\$ 32,110</u>	<u>\$ 73,499</u>	<u>\$ 14,111</u>	<u>\$ 2,688</u>	<u>\$ 4,488,621</u>
<b>LIABILITIES</b>													
Liabilities:													
Accounts payable	\$ -	\$ 95,679	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,679
Accounts payable on-site	-	10,966	-	-	-	-	-	-	-	-	-	-	10,966
Due to Lennar	-	-	-	-	-	-	-	-	-	120	-	-	120
Due to KL West Port LLC.	-	-	8,061	-	-	-	-	-	-	-	-	-	8,061
Due to general fund	-	27,338	-	-	-	-	-	-	-	-	-	-	27,338
Due to DSF - Series 2020 A-2	-	-	12,636	-	-	-	-	-	-	-	-	-	12,636
Due to DSF - Series 2021	-	-	-	-	-	34,255	-	-	-	-	-	-	34,255
Due to capital projects fund	25,165	-	-	-	-	-	-	-	-	-	-	-	25,165
Due to M/I Homes	-	-	-	-	-	-	-	-	-	42,474	-	-	42,474
Due to other	3,978	6,139	-	-	-	-	-	-	-	4,164	-	-	14,281
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	-	-	-	-	15,000
Total liabilities	<u>44,143</u>	<u>140,122</u>	<u>20,697</u>	<u>-</u>	<u>-</u>	<u>34,255</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>46,758</u>	<u>-</u>	<u>-</u>	<u>285,975</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>													
Deferred receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,099	\$ -	\$ -	\$ 15,099
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,099</u>	<u>-</u>	<u>-</u>	<u>15,099</u>
<b>FUND BALANCES</b>													
Committed													
Debt service	-	-	643,654	617,165	839,690	263,214	198,239	-	-	-	-	-	2,561,962
Capital projects	-	-	-	-	-	-	-	22,755	32,110	11,642	14,111	2,688	83,306
Unassigned	924,336	617,943	-	-	-	-	-	-	-	-	-	-	1,542,279
Total fund balances	<u>924,336</u>	<u>617,943</u>	<u>643,654</u>	<u>617,165</u>	<u>839,690</u>	<u>263,214</u>	<u>198,239</u>	<u>22,755</u>	<u>32,110</u>	<u>11,642</u>	<u>14,111</u>	<u>2,688</u>	<u>4,187,547</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 968,479</u>	<u>\$ 758,065</u>	<u>\$ 664,351</u>	<u>\$ 617,165</u>	<u>\$ 839,690</u>	<u>\$ 297,469</u>	<u>\$ 198,239</u>	<u>\$ 22,755</u>	<u>\$ 32,110</u>	<u>\$ 73,499</u>	<u>\$ 14,111</u>	<u>\$ 2,688</u>	<u>\$ 4,488,621</u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 11,785	\$ 1,112,146	\$ 1,206,555	92%
Grants and donations FEMA	19,305	19,305	-	N/A
Total revenues	<u>31,090</u>	<u>1,131,451</u>	<u>1,206,555</u>	94%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	13,442	16,444	25,000	66%
Engineering	-	-	3,500	0%
Audit	-	4,700	9,500	49%
Arbitrage rebate calculation	-	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%
EMMA software service	-	1,000	1,000	100%
Telephone	17	100	200	50%
Postage	58	226	500	45%
Printing & binding	42	250	500	50%
Legal advertising	162	162	1,200	14%
Annual special district fee	-	175	175	100%
Insurance	-	6,530	7,200	91%
Contingencies/bank charges	80	384	1,200	32%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	145	210	69%
Tax collector	236	21,356	25,137	85%
Total professional & administrative	<u>24,244</u>	<u>99,927</u>	<u>176,527</u>	57%

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations (shared)</b>				
Management	3,333	20,000	40,000	50%
Accounting	667	4,000	8,000	50%
Property insurance	-	6,101	24,000	25%
Line of credit- principal & interest	2,510	15,058	30,000	50%
Line of credit- principal prepayment	18,319	19,305	-	N/A
Stormwater management				
Lake maintenance	3,212	21,077	38,544	55%
AccuTab buckets	-	-	33,600	0%
Streetlighting	10,398	48,486	150,000	32%
Irrigation supply				
Maintenance contract	850	3,750	7,580	49%
Electricity	2,550	9,301	34,000	27%
Repairs and maintenance	8,159	17,399	2,625	663%
Effluent	5,116	44,204	60,000	74%
Monuments and street signage				
Repairs and maintenance	305	14,950	4,200	356%
Electricity	3,370	11,107	16,238	68%
Holiday decorating	-	-	10,000	0%
Landscape maintenance				
Maintenance contract	22,202	134,712	289,055	47%
Pest, OTC Injections and Top Choice	-	9,351	16,132	58%
Mulch	-	8,700	190,798	5%
Contingency	-	450	20,000	2%
Plant replacement	9,961	38,083	20,000	190%
Irrigation repairs	6,488	18,727	30,000	62%
Roadway maintenance	-	5,926	5,250	113%
Total field operations	<u>97,440</u>	<u>450,687</u>	<u>1,030,022</u>	44%
Total expenditures	<u>121,684</u>	<u>550,614</u>	<u>1,206,549</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	(90,594)	580,837	6	
Fund balances - beginning	1,014,930	343,499	269,520	
Fund balances - ending	<u>\$ 924,336</u>	<u>\$ 924,336</u>	<u>\$ 269,526</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, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 6,123	\$ 577,807	\$ 621,557	93%
Grants and donations FEMA	113,508	119,672	-	N/A
Total revenues	<u>119,631</u>	<u>697,479</u>	<u>621,557</u>	112%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Special counsel	4,895	28,461	-	N/A
Total professional & administrative	<u>4,895</u>	<u>28,461</u>	<u>-</u>	N/A
<b>Field operations</b>				
Management	1,250	7,500	15,000	50%
Property insurance	-	12,711	50,000	25%
Landscape maintenance	9,716	58,293	123,012	47%
Plant replacement	6,139	19,306	13,000	149%
Mulch	-	-	33,529	0%
Irrigation repairs	2,035	17,373	4,000	434%
Solar streetlighting	11,825	71,005	148,500	48%
Accounting	283	1,700	3,400	50%
Line of credit- principal & interest	13,176	79,055	156,000	51%
Line of credit- principal prepayment	114,494	119,672	-	N/A
Pest, OTC Injections and Top Choice	-	3,033	7,164	42%
Roadway maintenance	-	-	5,000	0%
Contingencies	-	-	50,000	0%
Total field operations	<u>158,918</u>	<u>389,648</u>	<u>608,605</u>	64%
<b>Other fees &amp; charges</b>				
Tax collector	122	11,095	12,949	86%
Total other fees & charges	<u>122</u>	<u>11,095</u>	<u>12,949</u>	86%
Total expenditures	<u>163,935</u>	<u>429,204</u>	<u>621,554</u>	69%
Excess/(deficiency) of revenues over/(under) expenditures	(44,304)	268,275	3	
Fund balances - beginning	662,247	349,668	177,068	
Fund balances - ending	<u>\$ 617,943</u>	<u>\$ 617,943</u>	<u>\$ 177,071</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on-roll	\$ 3,862	\$ 364,472	\$ 392,067	93%
Interest	980	7,082	-	N/A
Total revenues	<u>4,842</u>	<u>371,554</u>	<u>392,067</u>	95%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	145,000	0%
Interest	-	119,075	238,150	50%
Total debt service	<u>-</u>	<u>119,075</u>	<u>383,150</u>	31%
<b>Other fees &amp; charges</b>				
Tax collector	79	7,001	8,168	86%
Total other fees and charges	<u>79</u>	<u>7,001</u>	<u>8,168</u>	86%
Total expenditures	<u>79</u>	<u>126,076</u>	<u>391,318</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	4,763	245,478	749	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(12,010)</u>	<u>(12,010)</u>	-	N/A
Total other financing sources	<u>(12,010)</u>	<u>(12,010)</u>	-	N/A
Net change in fund balances	(7,247)	233,468	749	
Fund balances - beginning	650,901	410,186	390,846	
Fund balances - ending	<u>\$ 643,654</u>	<u>\$ 643,654</u>	<u>\$ 391,595</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on-roll	\$ 3,910	\$ 369,030	\$ 396,971	93%
Interest	1,161	6,099	-	N/A
Total revenues	<u>5,071</u>	<u>375,129</u>	<u>396,971</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	150,000	0%
Interest	-	118,600	237,200	50%
Total debt service	<u>-</u>	<u>118,600</u>	<u>387,200</u>	31%
<b>Other fees &amp; charges</b>				
Tax collector	79	7,087	8,270	86%
Total other fees and charges	<u>79</u>	<u>7,087</u>	<u>8,270</u>	86%
Total expenditures	<u>79</u>	<u>125,687</u>	<u>395,470</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	4,992	249,442	1,501	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(12,160)</u>	<u>(12,160)</u>	-	N/A
Total other financing sources	<u>(12,160)</u>	<u>(12,160)</u>	-	N/A
Net change in fund balances	<u>(7,168)</u>	<u>237,282</u>	<u>1,501</u>	
Fund balances - beginning	<u>624,333</u>	<u>379,883</u>	<u>361,242</u>	
Fund balances - ending	<u>\$ 617,165</u>	<u>\$ 617,165</u>	<u>\$ 362,743</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on-roll	\$ 5,344	\$ 504,321	\$ 542,505	93%
Interest	1,551	8,487	-	N/A
Total revenues	<u>6,895</u>	<u>512,808</u>	<u>542,505</u>	95%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	215,000	0%
Interest	-	158,415	316,830	50%
Total debt service	<u>-</u>	<u>158,415</u>	<u>531,830</u>	30%
<b>Other fees &amp; charges</b>				
Tax collector	107	9,685	11,302	86%
Total other fees and charges	<u>107</u>	<u>9,685</u>	<u>11,302</u>	86%
Total expenditures	<u>107</u>	<u>168,100</u>	<u>543,132</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	6,788	344,708	(627)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(23,892)</u>	<u>(23,892)</u>	-	N/A
Total other financing sources	<u>(23,892)</u>	<u>(23,892)</u>	-	N/A
Net change in fund balances	<u>(17,104)</u>	<u>320,816</u>	<u>(627)</u>	
Fund balances - beginning	<u>856,794</u>	<u>518,874</u>	<u>492,919</u>	
Fund balances - ending	<u>\$ 839,690</u>	<u>\$ 839,690</u>	<u>\$ 492,292</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 1,592	\$ 150,218	\$ 161,592	93%
Interest	607	3,455	-	N/A
Total revenues	<u>2,199</u>	<u>153,673</u>	<u>161,592</u>	95%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	40,000	0%
Interest	-	57,837	115,675	50%
Total debt service	<u>-</u>	<u>57,837</u>	<u>155,675</u>	37%
<b>Other fees &amp; charges</b>				
Tax collector	31	2,884	3,367	86%
Total other fees and charges	<u>31</u>	<u>2,884</u>	<u>3,367</u>	86%
Total expenditures	<u>31</u>	<u>60,721</u>	<u>159,042</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	2,168	92,952	2,550	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(4,950)</u>	<u>(4,950)</u>	-	N/A
Total other financing sources	<u>(4,950)</u>	<u>(4,950)</u>	-	N/A
Net change in fund balances	(2,782)	88,002	2,550	
Fund balances - beginning	265,996	175,212	136,317	
Fund balances - ending	<u>\$ 263,214</u>	<u>\$ 263,214</u>	<u>\$ 138,867</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 1,619	\$ 152,809	\$ 164,378	93%
Interest	338	1,533	-	N/A
Total revenues	<u>1,957</u>	<u>154,342</u>	<u>164,378</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	35,000	0%
Interest	-	62,527	125,055	50%
Total debt service	<u>-</u>	<u>62,527</u>	<u>160,055</u>	39%
<b>Other fees &amp; charges</b>				
Tax collector	32	2,934	3,425	86%
Total other fees and charges	<u>32</u>	<u>2,934</u>	<u>3,425</u>	86%
Total expenditures	<u>32</u>	<u>65,461</u>	<u>163,480</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	1,925	88,881	898	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	<u>(2,665)</u>	<u>(2,665)</u>	-	N/A
Total other financing sources	<u>(2,665)</u>	<u>(2,665)</u>	-	N/A
Net change in fund balances	(740)	86,216	898	
Fund balances - beginning	198,979	112,023	103,683	
Fund balances - ending	<u>\$ 198,239</u>	<u>\$ 198,239</u>	<u>\$ 104,581</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 28	\$ 194
Total revenues	28	194
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	28	194
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	12,010	12,010
Total other financing sources/(uses)	12,010	12,010
Net change in fund balances	12,038	12,204
Fund balances - beginning	10,717	10,551
Fund balances - ending	\$ 22,755	\$ 22,755

**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, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 52	\$ 360
Total revenues	52	360
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	52	360
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	12,160	12,160
Total other financing sources/(uses)	12,160	12,160
Net change in fund balances	12,212	12,520
Fund balances - beginning	19,898	19,590
Fund balances - ending	\$ 32,110	\$ 32,110

**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, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 24	\$ 168
Total revenues	24	168
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	24	168
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	23,892	23,892
Total other financing sources/(uses)	23,892	23,892
Net change in fund balances	23,916	24,060
Fund balances - beginning	(12,274)	(12,418)
Fund balances - ending	\$ 11,642	\$ 11,642

**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, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 24	\$ 165
Total revenues	24	165
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	24	165
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	4,950	4,950
Total other financing sources/(uses)	4,950	4,950
Net change in fund balances	4,974	5,115
Fund balances - beginning	9,137	8,996
Fund balances - ending	\$ 14,111	\$ 14,111

**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, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Total revenues	-	-
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	2,665	2,665
Total other financing sources/(uses)	2,665	2,665
Net change in fund balances	2,665	2,665
Fund balances - beginning	23	23
Fund balances - ending	\$ 2,688	\$ 2,688

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

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

The Board of Supervisors of the West Port Community Development District held a Regular Meeting on April 21, 2026 at 12:30 p.m., at the Punta Gorda Charlotte Library, 401 Shreve St., Punta Gorda, Florida 33950.

**Present:**

Paul Martin	Chair
Bill Fife	Vice Chair
Jim Manners	Assistant Secretary

**Also present:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel

**Others Present:**

Gaetan Blais	David Perry	Eric Colasacco	Robert Bechtold	Katherine Parks
Brent Devole	Gregg Brown	Donna Paules	Tracey Gardone	Mitch St. Lawrence

The names of all attendees, residents and/or members of the public might not appear in the meeting minutes. If the person did not identify themselves, their name was inaudible or their name did not appear in the meeting notes or on a sign in sheet, the name was not listed.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 12:30 p.m. Supervisors Martin, Fife and Manners were present. Supervisors Klenke and Hernandez were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Public comments were accepted during the Third Order of Business.

**THIRD ORDER OF BUSINESS**

**Consideration of Final Forms of Street Light Agreement and/or Settlement Agreement**

41 District Staff presented the latest versions of the street light agreement and settlement  
42 agreement. Discussion ensued.

43 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**  
44 **Release and Settlement Agreement, and the Solar Lighting as a Service**  
45 **Agreement, in substantial form, subject to the Chair and Staff’s review of any**  
46 **legal or other issues, including but not Limited to the corporate indemnity, was**  
47 **approved.**

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50 **FOURTH ORDER OF BUSINESS**

**Ratification Items**

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52 **A. Cove at West Port Community Association, Inc. Amended and Restated CDD / HOA**  
53 **Maintenance Agreement**

54 **B. Breeze Connected, LLC Notice of Termination of Facilities Management Agreement**

55 **C. Florida CDD Services, LLC Field Operations Agreement**

56 **D. Vision Landscape Services of Florida, Inc. Second Amendment to Amended and**  
57 **Restated Landscape & Irrigation Services Agreement**

58 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**  
59 **Cove at West Port Community Association, Inc. Amended and Restated CDD /**  
60 **HOA Maintenance Agreement; Breeze Connected, LLC Notice of Termination of**  
61 **Facilities Management Agreement; Florida CDD Services, LLC Field Operations**  
62 **Agreement; and CDD Services, LLC Field Operations Agreement; were ratified.**

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It was noted that the agenda letter did not contain a Fifth Order of Business.

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66 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial**  
**Statements as of February 28, 2026**

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69 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**  
70 **Unaudited Financial Statements as of February 28, 2026, were accepted.**

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73 **SEVENTH ORDER OF BUSINESS**

**Approval of March 13, 2026 Regular**  
**Meeting Minutes**

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76 The following change was suggested:

77 Line 110: Discussion ensued regarding whether Mr. Manners or Mr. Martin made the  
78 motion. Ms. Suit will check her notes and ask for the audio to be checked.

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**On MOTION by Mr. Manners and seconded by Mr. Martin, with all in favor, the March 13, 2026 Regular Meeting Minutes, as presented or as amended to revise Line 110, subject to confirmation of whether a change is necessary, were approved.**

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

- A. **District Counsel: Kutak Rock LLP**
- B. **District Engineer: Pape-Dawson Consulting Engineers, LLC**

There were no reports from District Counsel or the District Engineer.

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

- **NEXT MEETING DATE: May 12, 2026 at 12:30 PM [Presentation of FY2027 Proposed Budget]**
  - **QUORUM CHECK**
- **Performance Measures/Standards & Annual Reporting Form (for informational purposes)**

**NINTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Mr. Martin noted that \$72,000 remains in the Construction Fund, and Kolter would like to help the community by using the funds to offset operating expenses. The consensus was that a cash flow analysis will be performed to determine the timing of how funds will be applied.

**TENTH ORDER OF BUSINESS**

**Public Comments**

In response to a resident inquiry, Ms. Suit discussed the qualifications process for the General Election, which was emailed to residents.

Discussion ensued regarding the CDD boundaries, separate nature of the West Port East CDD, location of the District Manager's corporate office; and the .75% Charlotte County real estate sales tax associated with redevelopment.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Martin and seconded by Mr. Fife, with all in favor, the meeting adjourned at 1:46 p.m.**

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

\_\_\_\_\_ Chair/Vice Chair

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF**

## **REPORTS**

## WEST PORT COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

#### LOCATION

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

<sup>1</sup>*Punta Gorda Charlotte Library, 401 Shreve St., Punta Gorda, Florida 33950*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>12:30 PM</del>
December 9, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>12:30 PM</del>
January 13, 2026 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>12:30 PM</del>
February 10, 2026	Regular Meeting <i>Adoption of FY2025 Amended Budget; Review of Solar Lighting Proposals</i>	12:30 PM
March 10, 2026 <i>rescheduled to March 13, 2026</i>	<del>Regular Meeting</del> <i>Adoption of Project Completion/Contribution Resolutions</i>	<del>12:30 PM</del>
March 13, 2026 <sup>1</sup>	Regular Meeting	12:30 PM
April 14, 2026 <i>rescheduled to April 21, 2026</i>	<del>Regular Meeting</del>	<del>12:30 PM</del>
April 21, 2026 <sup>1</sup>	Regular Meeting	12:30 PM
May 12, 2026 <sup>1</sup>	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	12:30 PM
June 9, 2026 <sup>1</sup>	Regular Meeting	12:30 PM
July 14, 2026 <sup>1</sup>	Regular Meeting	12:30 PM
August 11, 2026 <sup>1</sup>	Public Hearing and Regular Meeting <i>Adoption of FY2027 Budget</i>	12:30 PM
September 8, 2026 <sup>1</sup>	Regular Meeting	12:30 PM

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2 Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

**Goal 1.3 Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No