

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

May 9, 2023

PUBLIC HEARING AND REGULAR MEETING AGENDA

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

May 2, 2023

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 Public Hearing and Regular Meeting on May 9, 2023 at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisors Greg Meath [SEAT 1] (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-06, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
5. Consideration of Rostan Solutions, LLC, Professional Services Task Order Number 02; Amendment Number 01 [Invoice 7323 - WPCDD DR-4673 (Ian) Debris Monitoring - Long Term]
 - A. Discussion: Agreement for Professional Services

ATTENDEES:

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

- B. Discussion: Professional Task Order Number 01- Amendment 01
6. Ratification Items
- A. Custom Tree Care, Inc., d/b/a CTC Disaster Response, Inc., Change Order #1 to Agreement for Debris Removal Services
 - B. Vision Landscapes Estimates
 - I. #7566 Top Choice/Fire Ant Application: Main Roadways – General Fund
 - II. #7568 Top Choice/Fire Ant Application: Special Assessment Area 1 – Special Revenue Fund
 - III. #7757 Installation of 205 CY Pine Straw Mulch at East Side of Centennial Blvd., West Side of The Isles
 - IV. #438 Installation of Annuals – General Funds
 - V. #439 Mulch Installation – General Funds
 - VI. #440 Landscape Buffer Areas, Mulch Installation – Special Reserves Funds
 - C. Temporary Construction and Access Easement [The Palms at West Port]
 - D. Division of Emergency Management, Federally Funded Subaward and Grant Agreement Z3336 for DR-4673 Hurricane Ian
 - E. Irrigation Technical Services, Inc., Contract for Water Reporting
 - F. Quit Claim Drainage Easement [Forestar (USA) Real Estate Group Inc., and The Cove at West Port]
 - G. O'Donnell Landscapes, Inc., Invoice No. HI1002-22 [Hurricane Ian Restoration]
 - H. Letter Agreement for Acquisition of West Port Improvements [Miscellaneous AA1, AA3 & Master Improvements]
 - I. Acquisition of the Phase 1A Improvements
7. Consideration of Recovered Energy Technologies (USA), Inc., Solar Lighting as a Service Agreement
8. Consideration of Kutak Rock LLP, Retention and Fee Agreement
9. Consideration of Resolution 2023-07, Adopting a Rule Regarding the Use of District Property; Providing Trespass Enforcement Authority; Authorizing the Issuance of a Letter Regarding the Same; Providing a Severability Clause; and Providing an Effective Date

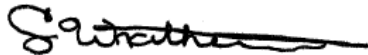
10. Consideration of Resolution 2023-08, to Designate the Date, Time and Place of Public Hearing and Authorize Publication of Notice of Such Hearing for the Purpose of Adopting a Rule Regarding District Property and Trespass; and Providing an Effective Date
11. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules for Parking and Parking Enforcement, Pursuant to Sections 120.54 and 190.035, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2023-09, Adopting Policies Relating to Overnight Parking and Parking Enforcement and Providing for Severability and an Effective Date
12. Acceptance of Unaudited Financial Statements as of March 31, 2023
13. Approval of February 14, 2023 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. Field Operations: *Evergreen Lifestyle Management, LLC*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 278 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: July 11, 2023 at 12:30 PM
 - QUORUM CHECK

SEAT 1	GREG MEATH	<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	CANDICE SMITH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

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

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 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, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); 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 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____

HOUR: _____

LOCATION: Centennial Park Recreation Center
1120 Centennial Boulevard
Port Charlotte, Florida 33953

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 9TH DAY OF MAY, 2023.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
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**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Assessment levy: on-roll - gross	\$ 536,880				\$ 1,026,999
Allowable discounts (4%)	(21,475)				(41,080)
Assessment levy: on-roll - net	515,405	\$491,630	\$ 23,775	\$ 515,405	985,919
Landowner contribution - KL West Port	189,662	83,459	121,990	205,449	37,385
Landowner contribution - Forestar	225,788	62,979	145,227	208,206	44,506
Landowner contribution - KL JAK WP	36,126	34,472	23,236	57,708	7,121
Lot closing	-	32,507	-	32,507	-
Total revenues	<u>966,981</u>	<u>705,047</u>	<u>314,228</u>	<u>1,019,275</u>	<u>1,074,931</u>
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	-	4,306	4,306	4,306
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	17,108	7,892	25,000	25,000
Boundary amendment	-	377	-	377	-
Engineering	3,500	-	10,000	10,000	3,500
Audit	9,500	-	9,500	9,500	9,500
Arbitrage rebate calculation	2,500	500	2,000	2,500	2,500
Dissemination agent	5,000	3,083	2,167	5,250	5,000
DSF accounting					
Series 2020 - AA1	5,500	2,750	2,750	5,500	5,500
Series 2020 - AA2	5,500	2,750	2,750	5,500	5,500
Series 2021 - AA1	5,500	2,750	2,750	5,500	5,500
Series 2022 - AA4	5,500	2,750	1,375	4,125	5,500
Series 2023 - AA2	5,500	-	5,500	5,500	5,500
Trustee	17,500	7,000	10,500	17,500	17,500
Telephone	200	100	100	200	200
Postage	500	230	270	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	726	474	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,563	-	5,563	5,600
Contingencies/bank charges	1,200	547	653	1,200	1,200
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Tax collector	10,738	9,833	905	10,738	20,540
Total professional & administrative	<u>163,734</u>	<u>81,407</u>	<u>88,142</u>	<u>169,549</u>	<u>173,636</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
Field operations (shared)					
Management	40,000	9,203	30,797	40,000	40,000
Accounting	8,000	4,000	4,000	8,000	8,000
Property insurance	-	-	-	-	10,000
Line of credit- principal & interest	-	-	-	-	25,872
Stormwater management					
Lake maintenance	21,315	19,272	2,043	21,315	38,544
Preserve maintenance	3,150	-	3,150	3,150	-
Streetlighting	122,724	21,827	100,897	122,724	166,975
Irrigation supply		-			
Maintenance Contract	3,150	3,687	1,575	5,262	5,780
Electricity	12,600	38,645	6,300	44,945	28,724
Repairs and maintenance	2,625	-	2,625	2,625	2,625
Effluent	52,600	7,165	30,000	37,165	52,600
Monuments and street signage		-			
Repairs and maintenance	4,200	-	4,200	4,200	4,200
Electricity	2,625	2,030	1,250	3,280	16,238
Holiday decorating	10,000	-	10,000	10,000	10,000
Landscape maint.		-			
Maintenance contract	247,853	129,870	117,983	247,853	271,306
Mulch	219,976	-	219,976	219,976	157,262
Contingency	14,476	-	-	-	14,476
Plant replacement	26,402	-	26,402	26,402	23,793
Irrigation repairs	6,300	-	6,300	6,300	19,650
Roadway maintenance	5,250	-	5,250	5,250	5,250
Total field operations	<u>803,246</u>	<u>235,699</u>	<u>572,748</u>	<u>808,447</u>	<u>901,295</u>
Total expenditures	<u>966,980</u>	<u>317,106</u>	<u>660,890</u>	<u>977,996</u>	<u>1,074,931</u>
Net increase/(decrease) of fund balance	1	387,941	(346,662)	41,279	-
Fund balance - beginning (unaudited)	2	(41,279)	346,662	(41,279)	-
Fund balance - ending (projected)	<u>\$ 3</u>	<u>\$346,662</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

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

Expenditures

Professional & administrative

Supervisors	\$ 4,306
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	9,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	2,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	5,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
DSF accounting	
Series 2020 - AA1	5,500
Series 2020 - AA2	5,500
Series 2021 - AA1	5,500
Series 2022 - AA4	5,500
Series 2023 - AA2	5,500
Trustee	17,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,600
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,200
Bank charges and other miscellaneous expenses incurred during the year.	

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

Expenditures (continued)

Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	20,540
Field operations (shared)	
Management	40,000
Intended to cover the cost of hiring a qualified management company to manage the day to day operations of the shared CDD operations.	
Accounting	8,000
Property insurance	10,000
Line of Credit- principal & interest	25,872
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.	
Streetlighting	166,975
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	5,780
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	
Electricity	28,724
Costs of electricity for the two 15 hp well/pumping systems anticipated to run 10 hours a day 6 days a week.	
Repairs and maintenance	2,625
Intended to cover the cost of periodic repairs to the well/pumping systems	
Effluent	52,600
Covers the costs of supplemental effluent water supply.	
Monuments and street signage	
Repairs and maintenance	4,200
Covers the costs of periodic repairs to the monuments and street signage as well as once a year pressure washing of the monuments.	
Electricity	16,238
Cover the costs of electricity for the monument low voltage lighting. Meters located near isles, palms, hammocks, centennial & 76, tamiami entrance.	
Holiday decorating	10,000
Covers the costs of hiring a qualified contractor to provide a basic holiday lighting and decoration package to the entry monuments.	
Landscape maint.	
Maintenance contract	271,306
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, twice a year mulch and monthly irrigation wet checks and adjustments & lake bank	
Mulch	157,262
Contingency	14,476
Plant replacement	23,793
Twice per year annual install and periodic plant replacement.	
Irrigation repairs	19,650
Covers the costs of periodic sprinkler head and valve replacements line repairs.	
Roadway maintenance	5,250
Covers the periodic roadway repairs and sidewalk/paver brick cleaning	
Total expenditures	<u><u>\$ 1,074,931</u></u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET AREA 1
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Assessment levy: on-roll - gross	\$ 221,384				\$445,628
Allowable discounts (4%)	(8,855)				(17,825)
Assessment levy: on-roll - net	212,529	\$ 202,718	\$ 9,811	\$ 212,529	427,803
Landowner contribution - KL West Port	120,847	-	66,304	66,304	58,825
Landowner contribution - KL JAK WP	24,752	-	13,580	13,580	12,048
Lot closing	-	19,775	-	19,775	-
Total revenues	358,128	222,493	89,695	312,188	498,676
EXPENDITURES					
Management	15,000	3,456	11,544	15,000	15,000
Accounting	3,400	1,700	1,700	3,400	3,400
Property insurance	-	-	-	-	10,000
Line of credit- principal & interest	-	-	-	-	135,828
Landscape maintenance	97,917	38,826	59,091	97,917	111,717
Plant replacement	10,000	10,332	-	10,332	10,000
Mulch	65,683	-	65,683	65,683	55,818
Irrigation repairs	8,100	1,391	6,709	8,100	4,000
Roadway maintenance	-	-	-	-	5,000
Solar streetlighting	153,600	400	153,200	153,600	139,000
Total	353,700	56,105	297,927	354,032	489,763
Other Fees and Charges					
Tax collector	4,428	4,054	374	4,428	8,913
Total other fees and charges	4,428	4,054	374	4,428	8,913
Total expenditures	358,128	60,159	298,301	358,460	498,676
Excess/(deficiency) of revenues over/(under) expenditures	-	162,334	(208,606)	(46,272)	-
Fund balance - beginning (unaudited)	-	46,272	208,606	46,272	-
Fund balances - ending Unassigned	-	208,606	-	-	-
Fund balance - ending (projected)	\$ -	\$ 208,606	\$ -	\$ -	\$ -

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

Expenditures	
Management	\$ 15,000
Covers the costs of hiring a qualified contractor to manage the day to day operations of the Amenity Center, and grounds associated specifically with the Single Family neighborhood as well as registering new residents and basic event planning and management.	
Accounting	3,400
This item covers the cost of accounting (paying invoices, preparing fund specific financial statements, etc.).	
Property insurance	10,000
Line of credit- principal & interest	135,828
Landscape maintenance	111,717
Covers the cost of hiring a licensed landscape maintenance contractor to provide all inclusive landscape maintenance services including fertilization, weed/disease control, twice a year mulch and monthly irrigation wet checks and adjustments for the Amenity Center and Common Areas	
Plant replacement	10,000
Cover the costs of periodic plant replacements.	
Mulch	55,818
Irrigation repairs	4,000
Covers the costs of periodic sprinkler head, valve replacements and line repairs.	
Roadway maintenance	5,000
Intended to cover the cost of amenity center repairs and maintenance on pool/	
Solar streetlighting	139,000
Tax collector	8,913
Total expenditures	<u>\$ 498,676</u>

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA ONE - 2020)
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 408,403				\$ 408,403
Allowable discounts (4%)	(16,336)				(16,336)
Assessment levy: net	392,067	\$ 373,977	\$ 18,090	\$ 392,067	392,067
Interest	-	6,649	-	6,649	-
Total revenues	392,067	380,626	18,090	398,716	392,067
EXPENDITURES					
Debt service					
Principal	135,000	-	135,000	135,000	140,000
Interest	249,148	124,574	124,574	249,148	245,570
Total debt service	384,148	124,574	259,574	384,148	385,570
Other fees & charges					
Tax collector	8,168	7,480	688	8,168	8,168
Total other fees & charges	8,168	7,480	688	8,168	8,168
Total expenditures	392,316	132,054	260,262	392,316	393,738
Excess/(deficiency) of revenues over/(under) expenditures	(249)	248,572	(242,172)	6,400	(1,671)
Beginning fund balance (unaudited)	317,415	361,075	609,647	361,075	367,475
Ending fund balance (projected)	<u>\$ 317,166</u>	<u>\$ 609,647</u>	<u>\$ 367,475</u>	<u>\$ 367,475</u>	<u>365,804</u>
Use of fund balance:					
Debt service reserve account balance (required)					(191,950)
Interest expense - November 1, 2024					(120,930)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 52,924</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			46,600.00	46,600.00	2,330,000.00
5/1/2045	295,000.00	4.000%	46,600.00	341,600.00	2,035,000.00
11/1/2045			40,700.00	40,700.00	2,035,000.00
5/1/2046	305,000.00	4.000%	40,700.00	345,700.00	1,730,000.00
11/1/2046			34,600.00	34,600.00	1,730,000.00
5/1/2047	320,000.00	4.000%	34,600.00	354,600.00	1,410,000.00
11/1/2047			28,200.00	28,200.00	1,410,000.00
5/1/2048	330,000.00	4.000%	28,200.00	358,200.00	1,080,000.00
11/1/2048			21,600.00	21,600.00	1,080,000.00
5/1/2049	345,000.00	4.000%	21,600.00	366,600.00	735,000.00
11/1/2049			14,700.00	14,700.00	735,000.00
5/1/2050	360,000.00	4.000%	14,700.00	374,700.00	375,000.00
11/1/2050			7,500.00	7,500.00	375,000.00
5/1/2051	375,000.00	4.000%	7,500.00	382,500.00	-
Total	6,470,000.00		4,329,280.00	10,799,280.00	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020 (ASSESSMENT AREA TWO - 2020)
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 52,020				\$ 413,511
Allowable discounts (4%)	(2,081)				(16,540)
Assessment levy: net	49,939	\$ 47,638	\$ 2,301	\$ 49,939	396,971
Special assessment: off-roll	339,801	39,023	300,778	339,801	-
Interest	-	4,004	-	4,004	-
Total revenues	<u>389,740</u>	<u>90,665</u>	<u>303,079</u>	<u>393,744</u>	<u>396,971</u>
EXPENDITURES					
Debt service					
Principal	140,000	-	140,000	140,000	145,000
Interest	249,025	124,513	126,369	250,882	245,175
Total debt service	<u>389,025</u>	<u>124,513</u>	<u>266,369</u>	<u>390,882</u>	<u>390,175</u>
Other fees & charges					
Tax collector	1,040	952	88	1,040	8,270
Total other fees & charges	<u>1,040</u>	<u>952</u>	<u>88</u>	<u>1,040</u>	<u>8,270</u>
Total expenditures	<u>390,065</u>	<u>125,465</u>	<u>266,457</u>	<u>391,922</u>	<u>398,445</u>
Excess/(deficiency) of revenues over/(under) expenditures	(325)	(34,800)	36,622	1,822	(1,474)
Fund balance:					
Beginning fund balance (unaudited)	331,782	333,613	298,813	333,613	335,435
Ending fund balance (projected)	<u>\$ 331,457</u>	<u>\$ 298,813</u>	<u>\$ 335,435</u>	<u>\$ 335,435</u>	<u>333,961</u>
Use of fund balance:					
Debt service reserve account balance (required)					(194,350)
Interest expense - November 1, 2024					(120,594)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 19,017</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			47,300.00	47,300.00	2,365,000.00
5/1/2045	300,000.00	4.000%	47,300.00	347,300.00	2,065,000.00
11/1/2045			41,300.00	41,300.00	2,065,000.00
5/1/2046	310,000.00	4.000%	41,300.00	351,300.00	1,755,000.00
11/1/2046			35,100.00	35,100.00	1,755,000.00
5/1/2047	325,000.00	4.000%	35,100.00	360,100.00	1,430,000.00
11/1/2047			28,600.00	28,600.00	1,430,000.00
5/1/2048	335,000.00	4.000%	28,600.00	363,600.00	1,095,000.00
11/1/2048			21,900.00	21,900.00	1,095,000.00
5/1/2049	350,000.00	4.000%	21,900.00	371,900.00	745,000.00
11/1/2049			14,900.00	14,900.00	745,000.00
5/1/2050	365,000.00	4.000%	14,900.00	379,900.00	380,000.00
11/1/2050			7,600.00	7,600.00	380,000.00
5/1/2051	380,000.00	4.000%	7,600.00	387,600.00	-
Total	6,625,000.00		4,313,143.82	10,938,143.82	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 (ASSESSMENT AREA ONE - 2021)
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Special assessment - on-roll	\$ 265,971				\$ 565,109
Allowable discounts (4%)	(10,639)				(22,604)
Assessment levy: net	255,332	\$ 63,975	\$ 191,357	\$ 255,332	542,505
Special assessment: off-roll	281,189	243,558	49,503	293,061	-
Lot closing	-	21,590	-	21,590	-
Interest	-	6,648	-	6,648	-
Total revenues	<u>536,521</u>	<u>335,771</u>	<u>240,860</u>	<u>576,631</u>	<u>542,505</u>
EXPENDITURES					
Debt service					
Principal	200,000	-	200,000	200,000	205,000
Interest	331,590	165,795	165,795	331,590	326,790
Total debt service	<u>531,590</u>	<u>165,795</u>	<u>365,795</u>	<u>531,590</u>	<u>531,790</u>
Other fees & charges					
Tax collector	5,319	4,871	448	5,319	11,302
Total other fees & charges	<u>5,319</u>	<u>4,871</u>	<u>448</u>	<u>5,319</u>	<u>11,302</u>
Total expenditures	<u>536,909</u>	<u>170,666</u>	<u>366,243</u>	<u>536,909</u>	<u>543,092</u>
Excess/(deficiency) of revenues over/(under) expenditures	(388)	165,105	(125,383)	39,722	(587)
Fund balance:					
Beginning fund balance (unaudited)	443,741	387,401	552,506	387,401	427,123
Ending fund balance (projected)	<u>\$443,353</u>	<u>\$552,506</u>	<u>\$ 427,123</u>	<u>\$ 427,123</u>	<u>426,536</u>
Use of fund balance:					
Debt service reserve account balance (required)					(265,600)
Interest expense - November 1, 2024					(160,935)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 1</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2044			64,700.00	64,700.00	3,235,000.00
5/1/2045	410,000.00	4.000%	64,700.00	474,700.00	2,825,000.00
11/1/2045			56,500.00	56,500.00	2,825,000.00
5/1/2046	425,000.00	4.000%	56,500.00	481,500.00	2,400,000.00
11/1/2046			48,000.00	48,000.00	2,400,000.00
5/1/2047	440,000.00	4.000%	48,000.00	488,000.00	1,960,000.00
11/1/2047			39,200.00	39,200.00	1,960,000.00
5/1/2048	460,000.00	4.000%	39,200.00	499,200.00	1,500,000.00
11/1/2048			30,000.00	30,000.00	1,500,000.00
5/1/2049	480,000.00	4.000%	30,000.00	510,000.00	1,020,000.00
11/1/2049			20,400.00	20,400.00	1,020,000.00
5/1/2050	500,000.00	4.000%	20,400.00	520,400.00	520,000.00
11/1/2050			10,400.00	10,400.00	520,000.00
5/1/2051	520,000.00	4.000%	10,400.00	530,400.00	-
Total	9,165,000.00		5,808,440.00	14,973,440.00	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (ASSESSMENT AREA THREE)
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Special assessment - on-roll	\$ -				\$ 168,325
Allowable discounts (4%)	-				(6,733)
Assessment levy: net	-	\$ -	\$ -	\$ -	161,592
Special assessment: off-roll	158,226	-	103,088	103,088	-
Lot closing	-	55,138	-	55,138	-
Interest	-	1,708	-	1,708	-
Total revenues	<u>158,226</u>	<u>56,846</u>	<u>103,088</u>	<u>159,934</u>	<u>161,592</u>
EXPENDITURES					
Debt service					
Principal	35,000	-	35,000	35,000	40,000
Interest	85,398	25,117	60,281	85,398	119,075
Total debt service	<u>120,398</u>	<u>25,117</u>	<u>95,281</u>	<u>120,398</u>	<u>159,075</u>
Other fees & charges					
Tax collector	-	-	-	-	3,367
Total other fees & charges	-	-	-	-	3,367
Total expenditures	<u>120,398</u>	<u>25,117</u>	<u>95,281</u>	<u>120,398</u>	<u>162,442</u>
Excess/(deficiency) of revenues over/(under) expenditures	37,828	31,729	7,807	39,536	(850)
Fund balance:					
Net increase/(decrease) in fund balance	37,828	31,729	7,807	39,536	(850)
Beginning fund balance (unaudited)	104,230	114,332	146,061	114,332	153,868
Ending fund balance (projected)	<u>\$142,058</u>	<u>\$146,061</u>	<u>\$ 153,868</u>	<u>\$ 153,868</u>	<u>153,018</u>
Use of fund balance:					
Debt service reserve account balance (required)					(79,113)
Interest expense - November 1, 2024					(58,688)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 15,217</u>

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

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

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/1/2045			23,887.50	23,887.50	910,000.00
5/1/2046	110,000.00	5.250%	23,887.50	133,887.50	800,000.00
11/1/2046			21,000.00	21,000.00	800,000.00
5/1/2047	115,000.00	5.250%	21,000.00	136,000.00	685,000.00
11/1/2047			17,981.25	17,981.25	685,000.00
5/1/2048	125,000.00	5.250%	17,981.25	142,981.25	560,000.00
11/1/2048			14,700.00	14,700.00	560,000.00
5/1/2049	130,000.00	5.250%	14,700.00	144,700.00	430,000.00
11/1/2049			11,287.50	11,287.50	430,000.00
5/1/2050	135,000.00	5.250%	11,287.50	146,287.50	295,000.00
11/1/2050			7,743.75	7,743.75	295,000.00
5/1/2051	145,000.00	5.250%	7,743.75	152,743.75	150,000.00
11/1/2051			3,937.50	3,937.50	150,000.00
5/1/2052	150,000.00	5.250%	3,937.50	153,937.50	-
Total	2,340,000.00		2,234,325.06	4,574,325.06	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

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

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 SRF Budget Area 1 Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF 40'/50'	320	\$ 635.52	\$ 571.17	\$ 1,276.26	\$ 2,482.95	\$ 2,265.11
Total	320					

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

Product	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF TW	120	\$ 635.52	\$ 899.48	\$ 1,535.00	\$ 1,475.84
SF 50'	163	635.52	1,249.28	1,884.80	1,825.64
SF 60'	68	635.52	1,499.13	2,134.65	2,075.49
Total	351				

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

Product	Units	FY 2024 O&M Assessment per Unit	FY 2023 SRF Budget Area 1 Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
TH	172	\$ 540.19	\$ 485.50	\$ 956.73	\$ 1,982.42	\$ 1,797.26
SF TW	124	635.52	571.17	1,275.64	2,482.33	2,264.49
SF 50'	149	635.52	571.17	1,275.64	2,482.33	2,264.49
SF 60'	41	635.52	571.17	1,275.64	2,482.33	1,852.00
Total	486					

Multi-Family Area, On-Roll Assessments

Product	Units	FY 2024 O&M	FY 2023 DS	FY 2024 Total	FY 2023
MF	504	\$ 444.86	\$ -	\$ 444.86	\$ 403.45
	504				

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Assessment Area Three, Platted Lots, On-Roll Assessments

<u>Product</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2023 SRF Budget Area 1 Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 40'	61	\$ 635.52	\$ 571.17	\$ 1,275.19	\$ 2,481.88	\$ 1,198.68
SF 50'	59	635.52	571.17	1,275.19	2,481.88	1,198.68
SF 60'	12	635.52	571.17	1,275.19	2,481.88	1,198.68
	<u>132</u>					

Future Assessment Area(s), Unplatted Lots, Landowner Contribution

<u>Product</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 50'	149	* Dev Funding	n/a	\$ -	n/a
Commercial	5.44	* Dev Funding	n/a	-	n/a

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

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02
Amendment Number: 01

Subject to the Agreement for Professional Services between West Port Community Development District (“**CLIENT**”) and Rostan Solutions, LLC (“**ROSTAN**”), effective as of February 2, 2023 (“**Agreement**”) the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

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

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be February 2, 2023 through February 2, 2024.
- 4. **Compensation:** ROSTAN’s compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is increased from \$25,000.00 to \$36,465.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

ISSUED AND AUTHORIZED BY:
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By:  _____

Name: _____

Name: Kyle Jones _____

Title: _____

Title: Vice President/Principal _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02

Amendment Number: 01

ATTACHMENT 1

Scope of Services

DEBRIS MONITORING SERVICES

1.0 Debris Collection Monitoring

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

Debris Collection Monitor responsibilities include:

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

1.1 Disposal Site Monitoring

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

Disposal Site Monitor responsibilities include:

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02

Amendment Number: 01

1.2 Debris Vehicle and Equipment Certifications

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

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

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

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

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

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

1.3 Payment Monitoring Processes

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

1.4 ADMS and Database Systems

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02

Amendment Number: 01

The system features include:

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

1.5 Documentation and Deliverables

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

WPCDD Responsibilities:

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

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02
Amendment Number: 01

ATTACHMENT 2

Fee Schedule

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

Debris Monitoring Services Rate Schedule:

POSITION	HOURLY RATE
DEBRIS MONITORING	
FEMA Reimbursement Manager	\$135.00
FEMA Specialist	\$120.00
Program Manager	\$105.00
Project Manager	\$90.00
Operations Manager	\$80.00
Field Supervisor	\$50.00
Loading Site Monitor	\$39.00
Debris Site/Tower Monitor	\$39.00
Data Manager	\$80.00
GIS Analyst	\$70.00
Environmental Specialist	\$70.00
Administrative Assistant	\$35.00
Billing/Invoice Analyst	\$60.00



Invoice

#INV -7323

Date: 4/21/2023

Due Date: 5/21/2023

Bill To

West Port Community Development District FL
2300 Glades Road
Suite 410W
Boca Raton FL 33431
United States

Project: West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term

Contract: MSA - Grant Management and Debris Oversight Services

Task Order: TO-02: DR-4673 Debris Monitoring

Period: February 2, 2023 through March 31, 2023

Item	Amount
Professional Services	\$31,616.75
Expenses	\$4,848.08
Total \$36,464.83	

Please reference invoice number #INV -7323 on payment.

Remit checks to:

Rostan Solutions, LLC
3433 Lithia Pinecrest Rd
Suite 287
Valrico FL 33596
United States
accounting@rostan.com

Remit ACH to: Acct - 915063389 ABA/Routing - 021000021

Invoice Time Summary

Labor Position	Personnel	Rate	Hours	Amount
Project Manager	Devin Cerrato	\$90.00	22	\$1,980.00
Program Manager	Jeff Cousins	\$105.00	22	\$2,310.00
Operations Manager	Aimee Tullier	\$80.00	171	\$13,680.00
Loading Site Monitor	Christopher Collins	\$39.00	5.5	\$214.50
Loading Site Monitor	Janet LoGalbo	\$39.00	145	\$5,655.00
FEMA Specialist	Stefani Muscat	\$120.00	1	\$120.00
FEMA Reimbursement Manager	Travis Mays	\$135.00	4.75	\$641.25
Debris Site / Tower Monitor	Nelson Herrera	\$39.00	144	\$5,616.00
Data Manager	Denise Jankauskas	\$80.00	17.5	\$1,400.00
Total			532.75	\$31,616.75

Invoice Time Detail

Personnel	Client/Project	Date	Hours	Activity
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/27/2023	3.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/4/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/5/2023	12.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/10/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/11/2023	13.00	Debris Monitoring
Aimee Tullier	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	13.00	Debris Monitoring
Christopher Collins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	5.50	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	3.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	1.00	Debris Monitoring

Personnel	Client/Project	Date	Hours	Activity
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	1.50	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/4/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/5/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	1.50	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	1.50	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/10/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/12/2023	2.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	1.00	Debris Monitoring
Denise Jankauskas	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/14/2023	1.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/27/2023	1.50	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	2.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	2.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	2.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	2.50	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	2.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/14/2023	4.00	Debris Monitoring

Personnel	Client/Project	Date	Hours	Activity
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/16/2023	1.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/17/2023	1.00	Debris Monitoring
Devin Cerrato	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/23/2023	4.00	Management Costs
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	10.75	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	11.50	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	11.25	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	11.00	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/4/2023	11.25	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/5/2023	10.00	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	11.25	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	11.50	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	11.50	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	11.25	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/10/2023	11.50	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/11/2023	11.00	Debris Monitoring
Janet LoGalbo	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	11.25	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/24/2023	2.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/27/2023	1.00	Debris Monitoring

Personnel	Client/Project	Date	Hours	Activity
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/4/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/10/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/11/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/14/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/15/2023	2.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/16/2023	2.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/20/2023	1.00	Debris Monitoring
Jeff Cousins	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/27/2023	1.00	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	10.75	Debris Monitoring

Personnel	Client/Project	Date	Hours	Activity
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/1/2023	11.50	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/2/2023	11.25	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	11.00	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/4/2023	10.25	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/5/2023	10.00	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	11.25	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	11.50	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	11.50	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	11.25	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/10/2023	11.50	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/11/2023	11.00	Debris Monitoring
Nelson Herrera	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	11.25	Debris Monitoring
Stefani Muscat	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/7/2023	1.00	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/22/2023	.75	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/24/2023	.25	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	2/28/2023	.75	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/3/2023	.25	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/6/2023	.50	Debris Monitoring

Personnel	Client/Project	Date	Hours	Activity
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/8/2023	.25	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/9/2023	.50	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/13/2023	1.00	Debris Monitoring
Travis Mays	JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (Ian) Debris Monitoring - Long Term	3/14/2023	.50	Debris Monitoring

Expenses Detail

Client/Project: JOB -5581 West Port Community Development District FL : WPCDD DR-4673 (lan) Debris Monitoring - Long Term				
Date	Name	Item	Amount	Memo
3/1/23	Aimee Tullier	Fuel	\$ 44.00	Racetrac - Fuel
3/3/23	Aimee Tullier	Car Rental	\$ 219.37	Rental Car 2/26 - 3/3
3/5/23	Aimee Tullier	Fuel	\$ 46.00	Racetrac - Fuel
3/10/23	Aimee Tullier	Fuel	\$ 43.00	7-eleven - Fuel
3/11/23	Aimee Tullier	Fuel	\$ 25.00	7-eleven - Fuel
3/15/23	Aimee Tullier	Fuel	\$ 73.50	Shell - Fuel
3/15/23	Aimee Tullier	Fuel	\$ 43.00	Wawa - Fuel
3/15/23	Aimee Tullier	Car Rental	\$ 630.21	Rental Car 3/3 - 3/15
3/15/23	Aimee Tullier	Lodging Per Diem	\$ 2,758.00	Lodging Per Diem - 14 days
3/15/23	Aimee Tullier	M&IE Per Diem	\$ 966.00	M&IE Per Diem - 14 days
	Total		\$ 4,848.08	

Expense Receipts

RaceTrac 682
18999 Tamiami Trail

(941) 426-2735
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: XXXXXXXXXXX5006
Appr: 288248
Seq#: 022425
PUMP No. 17
Grade: Un1-87
Gallons: 13.883 G
Price: \$3.169/Gal
Total Fuel: \$44.00
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$44.00
Debit \$44.00

Capture

Debit
XXXXXXXXXXXXXXXX9120
Chip Read

USD\$ 44.00

US DEBIT
Mode: Issuer
AID: A0000000980840
TVR: 8000048000
IAD: XXXXXXXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
38DF60450BF39F84

03/01/2023 07:53:19

Verified by PIN
Download our app!

HOW ARE WE DOING?
GUEST@RACETRAC.COM
3/1/2023 7:56:01



5405 AIRPORT SERVICE RD
TAMPA, FL 33607-1429

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

356848932
9441-7041-
03/05/2023
XZ42798

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	880.00	880.00
Subtotal			880.00
SALES TAX	PCT	7.50	91.77
RENTAL CAR FACILITY FEE 5.95/DAY	30 DAY	5.95	178.50
CONC REC 10.00 PCT	PCT	10.00	89.50
FL WASTE TIRE/BATTERY FEE .02/DAY	30 DAY	0.02	0.60
SC REC - FL SURCHG RECOV 2.00/DAY	30 DAY	2.00	60.00
VLF REC .50/DAY	30 DAY	0.50	15.00

Total Charges (USD) 1,315.37

PAYMENTS

Payment	Master Card	-1,287.89
Payment	Master Card	-27.48

Total Payments (USD) -1315.37

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

ROSTAN SOLUTIONS LLC
ATTN: DARIUS STANKUNAS
3433 LITHIA PINECREST RD
VALRICO, FL - 33596

RENTAL INFORMATION

Date/Time Out 02/01/2023 11:10 AM
Date/Time In 03/03/2023 11:10 AM

Renter
TULLIER, AIMEE

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
GRAY MED	AS93IR	SANTA FE	8DPGV7	1,525	1,700

VIN: 5NMS2DAJ6PH517539

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

For Billing Inquiries / Payment Terms :

Tel#: +1 9184016000
askaradmin@ehi.com
Payments are due immediately.
Late payments are subject to a finance charge.



Thank You For Choosing National Car Rental

Please Return This Portion With Remittance

Amount Due (USD) 0.00

Remit To :
EAN SERVICES, LLC
PO BOX 402383
ATLANTA, GA 30384-2383

Paid By:
ROSTAN SOLUTIONS LLC
3433 LITHIA PINECREST RD
VALRICO, FL 33596

Email Remit To: ARADMIN@EHI.COM

Fed Tax Id:	Account #	Rental Agreement	Amount	GPBR
430724835	XZ42798	356848932	0.00	42F5

RaceTrac 682
18999 Tamiami Trail

(941) 426-2735
For Guest Experience
Comments, Please
Call 888.636.5589 or
go to racetrac.com

Term: XXXXXXXXXXX5006
Appr: 025677
Seq#: 030077
PUMP No. 14
Grade: Unl-87
Gallons: 14.844 G
Price: \$3.099/Gal
Total Fuel: \$46.00
As advertised,
E20 Flex Fuel may be
offered in place of
E15 Gasoline
TOTAL SALE \$46.00
Debit \$46.00

Capture

Debit
XXXXXXXXXXXXXXXX9120
Chip Read

USD\$ 46.00

US DEBIT
Mode: Issuer
AID: A0000000980840
TVR: 8000048000
IAD: XXXXXXXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
364F3EFDC0696D1E

03/05/2023 10:28:31

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HOW ARE WE DOING?
GUEST@RACETRAC.COM
3/5/2023 10:31:31

1400 Price Creek Way
North Port FL 34288

7-ELEVEN 37298
XXXXXXXXXX5001
1400 PRICE CREEK WAY
NORTH PORT , FL
34288
03/10/2023 90296371
05:58:09 AM

XXXXXXXXXXXX9120
Debit
INVOICE 008627
AUTH 054936

PUMP# 11
Regular 13.034G
PRICE/GAL \$3.299

FUEL TOTAL \$ 43.00

DEBIT \$ 43.00

=====
Customer-activated Purchase/Capture
Site #: 000000004825493
Shift Number 1
Sequence Number 27210
Chip Read
US DEBIT
Mode: Issuer
AID: A0000000980840
TVR: 8000048000
IAD: 06010A03608000
TSI: 6800
ARC: 00
TC: 87C26F3A5C87845C
APPROVED 054936
Verified by PIN
=====

1400 Price Creek Way
North Port FL 34288

7-ELEVEN 37298
XXXXXXXXXX5001
1400 PRICE CREEK WAY
NORTH PORT , FL
34288
03/11/2023 90297832
01:08:36 PM

XXXXXXXXXXXX9120
Debit
INVOICE 009348
AUTH 018868

*** REPRINT *** REPRINT *** REPRINT ***
PUMP# 16
Regular 7.670G
PRICE/GAL \$3.259

FUEL TOTAL \$ 25.00
*** REPRINT *** REPRINT *** REPRINT ***

DEBIT \$ 25.00

=====
Customer-activated Purchase/Capture
Site #: 0000000004825493
Shift Number 1
Sequence Number 27978
Chip Read
US DEBIT
Mode: Issuer
AID: A0000000980840
TVR: 8000048000
IAD: 06010A03600000
TSI: 6800
ARC: 00
TC: 3EB9BB1682405C54
APPROVED 018868
Verified by PIN
=====

WELCOME

DATE 3/15/23 14:58
TRAN# 9084278
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: UNLEADED
GALLONS: 20.479
PRICE/GAL: \$3.589
TAX: \$0.500
TOTAL SALE: \$73.50
DEBIT

Debit from
Payment Account
Primary ****9120

Entry: Swiped
Auth #: 618870
Resp Code: 000
Stan: 22508450347
Invoice #: 371354
Store # 9741851

THANK YOU
HAVE A NICE DAY

Wawa #5159
2465 22nd Ave. North
St. Petersburg FL 33

3/15/2023 8:44:30 AM
Term: XXXXXXXXXXXX2004
Appr: 098890
Seq#: 028042
Product: Unleaded
Pump Gallons Price
04 12.288 \$3.499
Total Sale \$43.00
Capture

Debit
XXXXXXXXXXXXXXXX9120
Chip Read

USD\$ 43.00

US DEBIT
Mode: Issuer
AID: A0000000980840
TUR: 8000048000
IAD: XXXXXXXXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
7408D24E6EE148EF

03/15/2023 08:42:24

Verified by PIN

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at

* MyWawaVisit.com *

Take our survey for

a chance to win

Free Hoagies for

a year (1 per week)

or Wawa swag basket

& \$25 gift card!!

Disponible

en Espanol

Survey Code: 1143542

Store Number: 05159

Please respond

within 5 days

NO PURCHASE



5405 AIRPORT SERVICE RD
TAMPA, FL 33607-1429

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

357142453
9444-8286-
03/15/2023
XZ42798

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	2 WK	220.00	440.00
Subtotal			440.00
RENTAL CAR FACILITY FEE 5.95/DAY	12 DAY	5.95	71.40
CONC REC 10.00 PCT	PCT	10.00	44.60
SC REC - FL SURCHG RECOV 2.00/DAY	12 DAY	2.00	24.00
FL WASTE TIRE/BATTERY FEE .02/DAY	12 DAY	0.02	0.24
VLF REC .50/DAY	12 DAY	0.50	6.00
SALES TAX	PCT	7.50	43.97

BILL TO

ROSTAN SOLUTIONS LLC
ATTN: DARIUS STANKUNAS
3433 LITHIA PINECREST RD
VALRICO, FL - 33596

RENTAL INFORMATION

Date/Time Out 03/03/2023 11:11 AM
Date/Time In 03/15/2023 09:14 AM

Renter
TULLIER, AIMEE

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
GRAY MED	AS93IR	SANTA FE	8DPGV7	1,525	1,623

VIN: 5NMS2DAJ6PH517539

CLAIM INFORMATION

Claim# / PO# / RO#	Insured		
Date of Loss	Type of Loss	Type of Vehicle	Repair Shop

Total Charges (USD)

630.21

PAYMENTS

Payment	Master Card	-61.19
Payment	Master Card	-569.02

Total Payments (USD)

-630.21

Amount Due (USD)

0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :

Tel#: +1 9184016000
askaradmin@ehi.com
Payments are due immediately.
Late payments are subject to a finance charge.



Thank You For Choosing National Car Rental

Please Return This Portion With Remittance

Amount Due (USD)

0.00

Remit To :

EAN SERVICES, LLC
PO BOX 402383
ATLANTA, GA 30384-2383

Paid By:

ROSTAN SOLUTIONS LLC
3433 LITHIA PINECREST RD
VALRICO, FL 33596

Email Remit To: ARADMIN@EHI.COM

Fed Tax Id: 430724835

Account #
XZ42798

Rental Agreement
357142453

Amount
0.00

GPBR
42F5

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5A

AGREEMENT FOR PROFESSIONAL SERVICES

Between **West Port Community Development District** and Rostan Solutions, LLC

Task Order Contract

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of January 19, 2023 between **West Port Community Development District** (“**CLIENT**”), having its principal office at 2300 Glades Rd. Suite 410W, Boca Raton, FL 33431, and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

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

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

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

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

DEFINITIONS:

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

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

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

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

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

1. BASIC SERVICES

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

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

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

2. THE CLIENT'S RESPONSIBILITIES

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

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

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war,

military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

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

This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.

- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

5. NON-CONTROLLABLE COSTS

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

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.
- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of **Florida**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property the CLIENT.
- 6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.
- 6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.3.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal

proceeding.

6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.5. **Mutual Indemnification.**

6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.

6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.

6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.

6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.

6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not

constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

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

7. SCHEDULES.

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

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

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

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

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

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

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

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

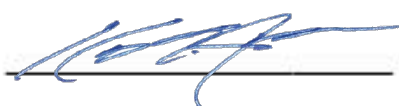
WEST PORT COMMUNITY DEVELOPMENT DISTRICT ROSTAN SOLUTIONS, LLC

By: 
Paul Martin
Vice Chairman
2023.04.19 12:30:15 -
0400'

Name: Paul Martin

Title: Vice Chairman

Date: 4/19/23

By: 

Name: Kyle Jones

Title: Vice President/Principal

Date: 4/19/2023

AGREEMENT FOR PROFESSIONAL SERVICES

Between **West Port Community Development District** and Rostan Solutions, LLC

Task Order Contract

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, _____, 2020 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: _____ **SAMPLE** _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

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

3. Period of Service: The period of service shall be _____, 2020 through _____, 20__.

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

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

6. Amendment: [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:

ACCEPTED AND AGREED TO BY:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between **West Port Community Development District** and Rostan Solutions, LLC

Task Order Contract

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

**Schedule B
Fee Schedule**

- 1.) **Rate Schedules.** Please see the below Rate Schedules for ROSTAN’s Consulting Services and Debris Monitoring Services under the Parties’ Agreement.

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

A. Consulting Services Rate Schedule:

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

B. Debris Monitoring Services Rate Schedule:

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

Schedule C

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

Between **West Port Community Development District** and Rostan Solutions, LLC

Task Order Contract

or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

Between **West Port Community Development District** and Rostan Solutions, LLC

Task Order Contract

facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

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

Schedule D

Certification Regarding Lobbying

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


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Contractor's Authorized Representative

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

4/19/2023
Date

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

5B

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01 – Amendment 01
Task Order Date: January 19, 2023_

Subject to the Agreement for Professional Services between West Port Community Development District ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of January 19, 2023 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: DR-4673 Exigent Grants Management Services

Project Location: West Port Community Development District Property

CLIENT Representative: Paul Martin, VP of Land Development

ROSTAN Representative: Dina Groves, Project Consultant


- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be January 19, 2023 through February 1, 2023.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$25,000.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.
- 6. **Amendment:** This Task Order amends a previously executed Task Order No. _01_, Dated: October 20, 2022.

ISSUED AND AUTHORIZED BY:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ACCEPTED AND AGREED TO BY:

ROSTAN SOLUTIONS, LLC

By:  Paul Martin
Vice Chairman
2023.04.19 12:27:09 -
0400

Name: Paul Martin

Title: Vice Chairman

By: 

Name: Kyle Jones

Title: Vice President/Principal

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01 Amendment 01

ATTACHMENT 1

Scope of Services

GRANTS MANAGEMENT SERVICES

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

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01 Amendment 01

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

CLIENT Responsibilities:

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

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

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01 Amendment 01

ATTACHMENT 2

Fee Schedule

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

Consulting Services Rate Schedule:

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

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6A

**Change Order #1 to
Agreement for Debris Removal Services**

This Change Order #1 amends that certain *Agreement for Debris Removal Services*, between West Port Community Development District and Custom Tree Care, Inc. d/b/a CTC Disaster Response, Inc., signed on February 15, 2023. Specifically, the Agreement is hereby amended to increase the Budget Ceiling from \$63,135.00 to \$73,500, and to allow contractor to provide additional debris removal services. This Change Order #1 supersedes and replaces all prior change orders or other documents relating to the subject matter herein.

West Port Community Development District

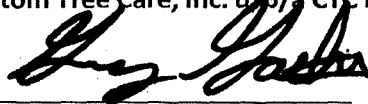


By: Paul Martin
Its: Vice Chairman

3/22/23

Date

Custom Tree Care, Inc. d/b/a CTC Disaster Response, Inc.



By: Greg Gathers, President/CEO
Authorized Signatory

3-22-2023

Date

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6BI

West Port CDD
 2100 S. Hiawasse Road
 Orlando, FL 32835

Step One: Select The Services You Want	Step Two: Click to Accept & Sign the Screen Below
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	Quantity	Estimate Description
	1	MAIN ROADWAYS - GENERAL FUND Top Choice / Fire Ant Application
	224	Top Choice for St Augustine Turf 224,000/sqft (Fipronil insecticide for ants and mole crickets)
	283	Top Choice for Ornamental Beds 283,000/sqft (Fipronil insecticide for ants and mole crickets)
		Total \$1,688.31

General Conditions

• All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the original estimates. Vision landscape is not responsible for any underground work that has not been brought to own attention. The work to be done is only what is included in the estimate. For any alterations or additions that are to be made, a change order must be submitted. Contractor will maintain during the term of this agreement General Liability Insurance, Contractual Liability Insurance and Workman's Compensation Insurance to meet requirements. Contractor will provide a minimum of \$2,000,000.00 combined limit insurance coverage. All employees are fully covered by Workman's Compensation Insurance.

Warranty

• Thirty (30) day sod, Ninety (90) day plant and irrigation components and one hundred eighty (180) day tree quality guarantee OR one (1) year plant and tree quality guarantee if Vision Landscapes is awarded Landscape and Irrigation Management Agreement immediately following installation and is maintaining the property for the entire one (1) year. RELOCATED PLANT MATERIALS ARE NOT COVERED UNDER ANY WARRANTY, WRITTEN OR IMPLIED. NEW PLANT MATERIAL MUST HAVE WORKING IRRIGATION INSTALLED TO BE COVERED UNDER WARRANTY. Vision Landscapes will not warranty plant material, irrigation systems, washouts or grade changes when damaged by acts of nature; i.e. hurricanes, tropical storms, flood, high winds, lightening and/or freezing temperatures. VISION LANDSCAPES SHALL NOT BE RESPONSIBLE FOR DAMAGES CAUSED FROM MAMMALS OR REPTILES SUCH AS DEER, RABBITS, IGUANAS, TORTOISES OR OTHER PLANT FEEDING WILDLIFE.

Payment Terms

• A deposit of fifty percent (50%) of the contract price is required to start the job. The balance is due in (30) day draws or (30) days upon completion. Any finance charges will accrue at the rate of 1.5% per month (18% per year) on all balances over (30) days from the date of invoice. Owners agree, until payment terms are met, that materials remain the property of Vision Landscapes; therefore, the owner gives express permission for Vision Landscapes to repossess without notice, due process or recourse, at the owners expense.

ACCEPTANCE OF PROPOSAL: Please click below



Paul Martin
 Vice President of Land
 Development
 2023.03.01 13:55:45 -05'00'

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6B11

West Port CDD
 2100 S. Hiwassee Road
 Orlando, FL 32835

Step One: Select The Services You Want	Step Two: Click to Accept & Sign the Screen Below
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	Quantity	Estimate Description
	0	SPECIAL ASSESSMENT AREA 1 - SPECIAL REVENUE FUND Top Choice / Fire Ant Application
	94	Top Choice for St Augustine Turf 94,000/sqft (Fipronil insecticide for ants and mole crickets)
	98	Top Choice for Ornamental Beds 98,000/sqft (Fipronil insecticide for ants and mole crickets)
		Total \$639.36

General Conditions

• All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the original estimates. Vision landscape is not responsible for any underground work that has not been brought to own attention. The work to be done is only what is included in the estimate. For any alterations or additions that are to be made, a change order must be submitted. Contractor will maintain during the term of this agreement General Liability Insurance, Contractual Liability Insurance and Workman's Compensation Insurance to meet requirements. Contractor will provide a minimum of \$2,000,000.00 combined limit insurance coverage. All employees are fully covered by Workman's Compensation Insurance.

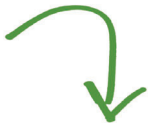
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ACCEPTANCE OF PROPOSAL: Please click below




 Paul Martin
 Vice President of Land
 Development
 2023.03.01 13:56:21 -05'00'



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6B IIII

Vision Landscapes
8789 Commerce Drive
Bonita Springs, FL 34135

Estimate Date 3/30/2023 #7757

West Port CDD
2100 S. Hiawassee Road
Orlando, FL 32835

Step One: Select The Services You Want	Step Two: Click to Accept & Sign the Screen Below
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Quantity	Estimate Description
1	Installation of 205 CY of Pine Straw mulch at: East side of Centennial Blvd. West side of The Isles
Total \$14,775.00	

General Conditions

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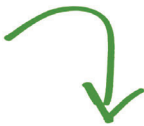
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Payment Terms

• A deposit of one fifty percent (50%) of the contract price is required to start the job. The balance is due in (30) day draws or (30) days upon completion. Any finance charges will accrue at the rate of 1.5% per month (18% per year) on all balances over (30) days from the date of invoice. Owners agree, until payment terms are met, that materials remain the property of Vision Landscapes; therefore, the owner gives express permission for Vision Landscapes to repossess without notice, due process or recourse, at the owners expense.

ACCEPTANCE OF PROPOSAL: Please click below



Paul Martin
Paul Martin
Vice President of Land
Development
2023.04.17 11:28:11 -04'00'



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6BIV

Vision Landscapes
 8789 Commerce Drive
 Bonita Springs, FL 34135



Estimate Date
 4/14/2023 #438

CDD, WestPort

2100 S. Hiwassee Road
 Orlando, FL 32835

Quantity	Estimate Description
	General Funds
	Installation of Annuals
	Install 2600 Vinca annuals
	Add 7 yards of potting soil
	Install pine fines as a surface layer
2,600.00	Annuals Mix Annuals 4.5" - 2600 units
	Install Vincas colors Punch, Lilac, Apricot
Total \$10,374.00	

General Conditions

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ACCEPTANCE OF PROPOSAL: Please click below

Terms and Conditions

 Paul Martin
 Vice President of Land
 Development
 2023.04.17 11:29:05 -04'00'

Client Signature

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6BV

Vision Landscapes
 8789 Commerce Drive
 Bonita Springs, FL 34135



Estimate Date
 4/14/2023 #439

CDD, WestPort

2100 S. Hiwassee Road
 Orlando, FL 32835

Quantity	Estimate Description
	General Funds
	Mulch Installation- Cocobrown mulch 3cuft bags
	Install on main road ways of West Port
	Centennial Blvd
	West Port Blvd
	North Port Harbor
	South Port Harbor
	The Hammocks Entrance
7,200.00	Mulch Cocobrown 3 cuft- approximate 1" to 1 1/2" mulch application
	Install 7,200 bags of 3cuft cocobrown mulch
Total \$63,856.15	

General Conditions

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ACCEPTANCE OF PROPOSAL: Please click below

Terms and Conditions

 Paul Martin
 Vice President of Land
 Development
 2023.04.17 11:29:37 -04'00'

Client Signature

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6BVI

Vision Landscapes
 8789 Commerce Drive
 Bonita Springs, FL 34135



Estimate Date
 4/14/2023 #440

CDD, WestPort

2100 S. Hiwassee Road
 Orlando, FL 32835

Quantity	Estimate Description
	Landscape Buffer Areas- Special Reserves Fund
	Mulch Installation- Cocobrown mulch 3cuft bags Install on buffer areas and common areas inside streets
	The Isles common Aquatics berm in the Hammocks Powerline road in the Landings The Palms common El Jobean buffer areas
1,650.00	Mulch Cocobrown 3 cuft- approximate 1" to 1 1/2" mulch application Install 1,650 bags of 3cuft cocobrown mulch
Total \$14,633.72	

General Conditions

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ACCEPTANCE OF PROPOSAL: Please click below

Terms and Conditions

 Paul Martin
Vice President of Land
Development
2023.04.17 11:30:24 -04'00'

Client Signature

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6C

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT
[THE PALMS AT WEST PORT]

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into effective as of this 1st day of March, 2023 by and between **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located within Charlotte County, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”) in favor of **KL WEST PORT LLC**, a Delaware limited liability company, whose address for purposes hereof is 14025 Riveredge Drive, Suite 1175, Tampa, Florida 33637 (“**Developer**,” and together with District, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

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

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns the land described in **Exhibit A (“Easement Area”)**; and

WHEREAS, the Developer intends to construct certain stormwater pond improvements (“**Improvements**”) as described in more detail on those certain Site Development Plans for The Palms at West Port, dated 1/31/2023, and prepared by Morris Engineering and Consulting, LLC (“**Plans**”) and will need access to the Easement Area for the purpose of undertaking such construction; and

WHEREAS, until construction of the Improvements is completed, the District desires to grant to Developer a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Temporary Construction Easement.** The District hereby grants to Developer a temporary, non-exclusive easement on, upon, over, under, through and across the Easement Area for access, ingress, egress and to allow Developer to complete the construction of the Improvements (collectively, the "**Easements**"). Developer shall use all due care to protect the Easement Area and adjoining property from damage resulting from Developer's use of the Easement Area. Developer shall maintain the same volume and capacity of the stormwater pond for purposes of existing permitting requirements.

3. **Damage.** In the event that Developer, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Developer, at Developer's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

4. **Default.** A default by the District or Developer under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

5. **Enforcement of Agreement.** In the event that the District or Developer seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.

7. **Third Parties.** This Agreement is solely for the benefit of the District and Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement

or any of the provisions or conditions of this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

8. Assignment. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

9. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Charlotte County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

10. Limitation on Liability. Nothing herein shall be construed as a waiver of District's limitations on liability provided in Section 768.28, Florida Statutes.

11. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

17. Effective Date. The effective date of this Agreement shall be the date first written above. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon: the conclusion of the Work.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, District and Developer caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Print Name: DARON WOODARD

By: Candice Smith
Chairperson, Board of Supervisors

[Signature]
Print Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of MARCH, 2023, by CANDICE SMITH, as Chairperson of the Board of Supervisors of West Port Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

[Signature]
Bryon T. LoPreste

Print or Stamp Name _____

My Commission Expires: 01/27/2024



Signed, sealed and delivered
in the presence of:

KL WEST PORT LLC

[Signature]
Print Name: BARLOW WOODARD

By: [Signature]
Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

[Signature]
Print Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 1st day of MARCH, 2023, by
JAMES P. HARVEY, as AUTHORIZED SIGNATORY of Kolter Land Partners LLC, a
Florida limited liability company, on behalf of the company, who is personally known to me or
 who has produced _____ as identification.

NOTARY PUBLIC, State of Florida

[Signature]
Bryon T. LoPreste
Print or Stamp Name _____
My Commission Expires: 01/27/24

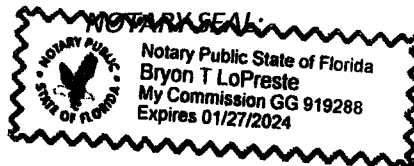


Exhibit A – Legal Description

All of Tract S, Cove at West Port Phase 1B, according to the plat thereof as recorded in Plat Book 25, Pages 10A through 10K, inclusive, Public Records of Charlotte County, Florida.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6D

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>West Port Community Development District</u>
Subrecipient's unique entity identifier:	<u>CP24H6X7TWJ3</u>
Federal Award Date:	<u>9/30/2022</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>Sep 23, 2022- Mar 29, 2023</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>Sep 23, 2022- Mar 29, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u>NA/TBD</u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u>NA/TBD</u>
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>

Assistance Listing Program Title (Formerly CFDA program Title): West Port Community Development District

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and West Port Community Development District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Paul Martin
Address: 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Telephone: (239) 273 - 4675
Email: pmartin@kolter.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

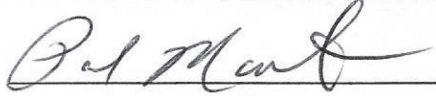
b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: West Port Community Development District

By: 
(Signature)
Name: Paul Martin
Title: Vice Chairman
Date: 1/4/23

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Melissa Shirah Digitally signed by Melissa Shirah
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, cn=Melissa Shirah,
email=Melissa.Shirah@em.myflorida.com
Date: 2023.02.01 16:05:28 -05'00'
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By:



Signature

Paul Martin Vice Chairman

Name and Title

2300 Glades Road, Suite 410W

Street Address

Boca Raton, FL, 33431

City, State, Zip

Date

1/4/23

West Port Community Development District

Subrecipient's Name

Z3336

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

**SYSTEMS ACCESS b M C b TACTS)
 FEMA/G bA bTEE PUBLIC ASSISTA bCE P bG b AM
 FL b IDA DIVISI b Fb EME bGE bCY MABAGEME bT**

Su brecipient: West Port Community Development District b

Box 1: b Authorized Agent (Full Access)	Box 2: b Pri fary Contact (Full Access)
Name b Paul Martin ffi	Name b Kristen Suit ffi
Signature b <i>Paul Martin</i>	Signature b <i>Kristen Suit</i>
Organization / Official Position Vice Chairman ffi	Organization / Official Position District Manager
Mailing Address 2300 Glades Road Suite 410Wb	Mailing Address 2300 Glades Road Suite 410Wffi b
City, State, Zip Boca Raton, FL 33431	City, State, Zip Boca Raton, FL 33431
Daytime Telephone b 239-273-4675 ffi	Daytime Telephone b 410-207-1802 ffi
E-mail Address b pmartin@kolter.com ffi	E-mail Address b suitk@whhassociates.com ffi
Box 3: b Alternate Contact (Full Access) b	Box 4: Other-Finance/Point of Contact (Ful Access) b
Name Gerald (Tyler) Cheek	Name
Signature b <i>Tyler Cheek</i>	Signature b
Organization / Official Position Rostan Solutions/Consultant b	Organization / Official Position b
Mailing Address 3433 Lithia Pinecrest Rd, Suite 287 b	Mailing Address b
City, State, Zip Valrico, FL 33596	City, State, Zip b
Daytime Telephone b 918-859-9019 b	Daytime Telephone b
E-mail Address hee ros an.o m b	E-mail Address b
Box 5: Other-Ris ffi g bt- nsurance (Ful Access) b	Box 6: Other-Environmental-Historic (Full Access) b
Name b	Name b
Signature b	Signature b
Organization / Off cial Position b	Organization / Official Position b
Mailing Address b	MailingAddress b
City, State, Zip b	City, State, Zip b
Daytime Telephone b	Daytime Telephone b
E-mail Address b	E-mail Address b

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to the ffilevel of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date. b

Paul Martin ffi
 Subrecipient Authorized brepresentative Signature b
 1/4/23 ffi
 Date b

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: West Port Community Development District

Date:

Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
Name Dina Cooper	Name Rhonda (Missy) Roberts
Signature <i>Dina Cooper</i>	Signature <i>Missy Roberts</i>
Organization / Official Position Rostan Solutions/Consultant	Organization / Official Position Rostan Solutions/Consultant
Mailing Address 3433 Lithia Pinecrest Rd, Suite 287	Mailing Address 3433 Lithia Pinecrest Rd, Suite 287
City, State, Zip Valrico, FL 33596	City, State, Zip Valrico, FL 33596
Daytime Telephone 321-689-6848	Daytime Telephone 225-573-3637
E-mail Address dcooper@rostan.com	E-mail Address rroberts@rostan.com

Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
Name Kyle Jones	Name
Signature <i>Kyle Jones</i>	Signature
Organization / Official Position Rostan Solutions/Consultant	Organization / Official Position
Mailing Address 3433 Lithia Pinecrest Rd, Suite 287	Mailing Address
City, State, Zip Valrico, FL 33596	City, State, Zip
Daytime Telephone 225-202-3637	Daytime Telephone
E-mail Address kjones@rostan.com	E-mail Address

Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: Month: October Day: 1st
Subrecipient's Federal Employer's Identification Number (EIN) 61-1950239
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management
Subrecipient's: FIPS Number (If Known) 015-U73GN-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

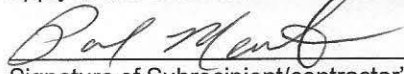
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Subrecipient or contractor, West Port Community Development District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Subrecipient/contractor's Authorized Official

Paul Martin Vice Chairman

Name and Title of Subrecipient/contractor's Authorized Official

1/4/23

Date

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6 E

CONTRACT FOR WATER REPORTING

The following provisions govern the agreement between the West Port Community Development District and Irrigation Technical Services, Inc., dated March 16, 2023 ("Agreement"), which is attached hereto as Exhibit A:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
3. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
5. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
6. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
9. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

IRRIGATION TECHNICAL SERVICES, INC.

By: _____
Its: _____



Jamie Newberg
General Manager

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

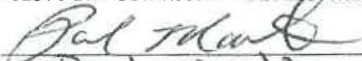

Paul Martin
Vice Chairman

EXHIBIT A: Proposal



3330 36th. Ave. N. St. Petersburg, FL 33713

(727) 521-3320

Fax: (727) 521-6219

March 16, 2023

West Port Community Development District

ATTN: Paul Martin

Proposed Scope of Work

Irrigation Technical Services, Inc. (ITS) hereby proposes to provide all labor to report monthly water usage data required by the Southwest Florida Water Management District for Permit No. 20 021092.000. The reporting will be done and posted on the District's web-site.

TERMS

Total price including tax for the referenced work is \$315.00 per month. Price is valid for 30 days.

A deposit of \$0.00 is due upon execution of this agreement.

Balance due of \$315.00/month shall be due and payable within ten (10) business days of acceptance of the project's completion.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6F

This instrument was prepared by:

KUTAK ROCK LLP
407 W. College Ave.
Tallahassee, Florida 32301

QUIT CLAIM DRAINAGE EASEMENT

THIS QUIT CLAIM DRAINAGE EASEMENT (“Agreement”) is made as of the ___ day of _____, 2023, by and among **FORESTAR (USA) REAL ESTATE GROUP INC. (“Developer”)**, a Delaware corporation whose address for purposes hereof is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750, together with **COVE AT WEST PORT COMMUNITY ASSOCIATION, INC. (“HOA”)**, a Florida not-for-profit corporation whose address for purposes hereof is c/o Access Management, 2970 University Parkway, Suite 101, Sarasota, Florida 34243 (Developer and HOA, together, **“Grantor”**), and is in favor of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“District”** or **“Grantee”**).

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the West Port community in Charlotte County, Florida; and

WHEREAS, for the benefit of Grantee and its landowners and residents, Grantor desires to grant to Grantee easement rights to access and maintain certain master drainage improvements (**“Improvements”**), located within certain **“Easement Areas”** identified in **Exhibit A**;

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. Grant of Non-Exclusive Easement. To the extent of the Developer’s and HOA’s interests in the Easement Areas, if any, Grantor hereby grants to the District, its successors, and assigns, a perpetual, non-exclusive access easement for ingress and egress for the purposes of installation, construction, operation, maintenance, repair and replacement of drainage and other improvements over, under and across the Easement Areas.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. **Beneficiaries of Easement Rights.** This Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the Easement Areas, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas.

6. **Default.** A default by any party under this Agreement shall entitle the other part(ies) to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. **Assignment.** No party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other parties. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. **Controlling Law; Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, 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)

[Signatures continue on following page]

[SIGNATURE PAGE FOR QUIT CLAIM DRAINAGE EASEMENT]

WITNESSES

COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ as _____ of Cove at West Port Community Association, Inc., on behalf of said entity, 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)

[Signatures continue on following page]

[SIGNATURE PAGE FOR QUIT CLAIM DRAINAGE EASEMENT]

WITNESSES

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ as _____ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

(Not A Survey)

DESCRIPTION:

A portion of TRACT B, COVE AT WEST PORT PHASE 1A-1, according to the plat thereof, as recorded in Plat Book 24, Pages 24A through 24F; Together with a portion of TRACT D, COVE AT WEST PORT PHASE 4, according to the plat thereof, as recorded in Plat Book 25, Pages 19A through 19F, all inclusively, of the Public Records of Charlotte County, Florida; lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of NORTH PORT HARBOR BOULEVARD of WEST PORT, according to the plat thereof, as recorded in Plat Book 23, Pages 20A through 20N, of the Public Records of Charlotte County, Florida; run thence along the Westerly boundary of said COVE AT WEST PORT PHASE 4, S.00°36'58"W., a distance of 10.00 feet; thence S.89°17'07"E., a distance of 6.25 feet; thence S.01°02'53"W., a distance of 21.36 feet; thence S.66°30'57"W., a distance of 32.05 feet; thence Northerly, 15.37 feet along the arc of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of 17°36'29" (chord bearing N.12°00'54"W., 15.31 feet); thence N.66°30'57"E., a distance of 19.36 feet; thence N.01°02'53"E., a distance of 201.34 feet; thence N.04°14'21"W., a distance of 94.95 feet; thence N.63°13'28"E., a distance of 33.16 feet to a point on the Easterly boundary of said COVE AT WEST PORT PHASE 1A-1; thence along said Easterly boundary, Southerly, 15.54 feet along the arc of a non-tangent curve to the right having a radius of 410.00 feet and a central angle of 02°10'17" (chord bearing S.11°40'31"E., 15.54 feet); thence S.63°13'28"W., a distance of 19.09 feet; thence S.04°14'21"E., a distance of 85.62 feet; thence S.01°02'53"W., a distance of 99.32 feet to a point on aforesaid Easterly boundary of COVE AT WEST PORT PHASE 1A-1; thence along said Easterly boundary the following two (2) courses: 1) Westerly, 7.01 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 16°04'33" (chord bearing S.82°39'57"W., 6.99 feet); 2) S.00°37'41"W., a distance of 80.01 feet to the **POINT OF BEGINNING**.

Containing 0.106 acres, more or less.

SURVEYORS NOTES:

1) Bearings shown hereon are based on the Easterly boundary of COVE AT WEST PORT PHASE 1A-1, according to the plat thereof, as recorded in Plat Book 25, Pages 10A through 10K, of the Public Records of Charlotte County, Florida, Having a Grid Bearing of S.00°37'41"W. The Grid Bearings as shown hereon refers to The State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida, as established from a RTK GPS Network.

2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

NOTE:
SEE SHEET 2 FOR SKETCH, LINE AND CURVE TABLES.



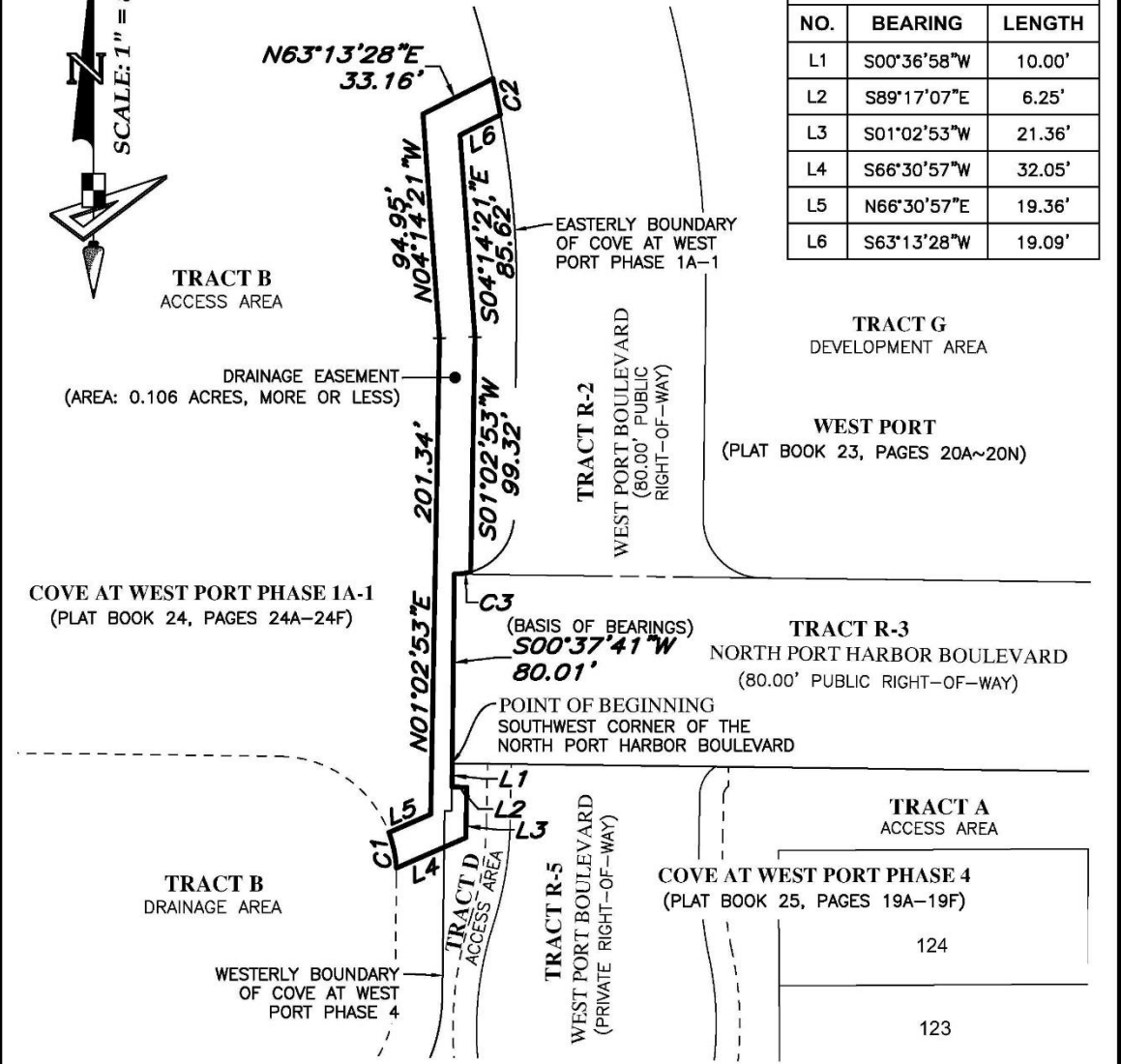
PROJECT: Cove at West Port Phase 4		Prepared For: Forestar	
PHASE: Drainage Easement			Digitally signed by David Williams Professional Surveyor and Mapper No. LS6423 Date: 2023.02.21 08:00:22 -05'00'
DRAWN: NMV	DATE: 02/17/23		
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
David A. Williams FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423		213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 	
FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTIONS\COVE AT WEST PORT-DE-D&S.DWG LAST SAVED BY: NAYARAV			01 of 02

EXHIBIT A

(Not A Survey)



NO.	BEARING	LENGTH
L1	S00°36'58"W	10.00'
L2	S89°17'07"E	6.25'
L3	S01°02'53"W	21.36'
L4	S66°30'57"W	32.05'
L5	N66°30'57"E	19.36'
L6	S63°13'28"W	19.09'



NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	50.00'	17°36'29"	15.37'	15.31'	N12°00'54"W
C2	410.00'	2°10'17"	15.54'	15.54'	S11°40'31"E
C3	25.00'	16°04'33"	7.01'	6.99'	S82°39'57"W

NOTE:
SEE SHEET 1 FOR DESCRIPTION
AND BASIS OF BEARING.

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6G

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

Invoice No. **HI1002-22**

INVOICE

Customer

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

Date October 4, 2022
Order No. _____
Rep SOD
FOB _____

Qty		Unit Price	TOTAL
	Attn: Paul Martin - Accounts Payable West Port CDD - Hurricane Ian Restoration Port Charlotte, FL Landscape Restoration 10/1/22 & 10/2/22		\$12,135.00

LUMP SUM TOTAL **\$12,135.00**

Paid Check Number _____

Date Paid _____

O'DONNELL LANDSCAPES, INC.

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

www.ODonnellLandscapes.com

Invoice**PROJECT: West Port CDD- Hurricane Ian Restoration**West Port
Port Charlotte, FL

Accounts Payable

West Port CDD

DATE: 10/04/22

Email:payapp@whhassociates.com

cc: Paul Martin

Email:Pmartin@kolter.com

Description	Specification	Qty	Unit P	S.Total
Hurricane Ian - Restoration	10/1/22 & 10/2/22			
10/1/22 Picked- up and staked 50 Trees				
Lino Supervisor (\$125) + 2 Crew Leaders(\$75 ea) + 4 men (\$50 ea.)				
	Per Crew Hrs	10.5	475	\$ 4,987.50
John Deere Skid Steer with Tracks (\$125)	Hrs	7	125	\$ 875.00
10/2/22 Picked- up and staked 51 Trees				
Lino Supervisor (\$125) + 2 Crew Leaders(\$75 ea) + 4 men (\$50 ea.)				
	Per Crew Hrs	9.5	475	\$ 4,512.50
John Deere Skid Steer with Tracks (\$125)	per Hr	8	125	\$ 1,000.00
Kubota Excavator (\$95)	per Hr	8	95	\$ 760.00
	Lump Sum Total			\$ 12,135.00

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

6H

March 15, 2023

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

Re: Letter Agreement for Acquisition of West Port Improvements

Dear District Manager,

Pursuant to certain acquisition agreements ("**Acquisition Agreement**"), by and between the West Port Community Development District ("**District**") and KL West Port LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, including but not limited to Section 8, the District shall credit against the Developer's contribution obligations the amount of the Sale, as identified in **Exhibit A** and which represents the actual cost of constructing and/or creating the Improvements.

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

Agreed to by:

Sincerely,

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

KL WEST PORT LLC



Name: CANDICE SMITH

Name: _____

Title: CHAIRMAN

Title: _____

EXHIBIT A
Description of Improvements

<u>Contractor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Total Invoice Amount</u>	<u>Assessment Area</u>	<u>Neighborhood</u>
DevSpecialists	CBUs & Pedestals (DEPOSITS)	3102021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (BALANCE)	1122021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (DEPOSIT)	1272022	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals (BALANCE)	12082021	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals	12232021	\$35,660.71	3	Landings
Gate Pros, Inc.	Fencing & Gates	6510	\$11,115.00	1	Hammocks
Gate Pros, Inc.	Fencing & Posts	6677	\$11,115.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46132	\$5,971.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Electrical Service	46133	\$1,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46134	\$26,561.25		Master
Holland Landscaping and Tree Services, Inc.	Supplied Fountain Control Boxes	46727	\$7,117.50		Master
Holland Landscaping and Tree Services, Inc.	Stucco and Paint Repair	46284	\$877.50		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50238	\$24,902.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50239	\$19,390.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50240	\$67,088.75		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50492	\$22,737.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50493	\$17,225.00	1	Isles

Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50575	\$167,547.25		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall	50575-RET	\$0.00		Master
Holland Landscaping and Tree Services, Inc.	Permits, Monument Sign Wall, Electrical Allowance, Electrical Service	51121	\$9,585.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	51132	\$7,806.82	1	Master
Holland Landscaping and Tree Services, Inc.	Electrical Allowance, New Electrical Service	51133	\$11,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Change Orders	51251	\$5,425.00		Master
Holland Landscaping and Tree Services, Inc.	Change Orders	51759	\$7,117.50		Master
Rep Services, Inc.	Playground Equipment	18244.01.01	\$64,884.06	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.02	\$14,114.50	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.03	\$37,906.00	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.04	\$20,024.38	1	Hammocks
		TOTAL:	\$730,103.20		

**CORPORATE DECLARATION AND AGREEMENT
[IMPROVEMENTS]**

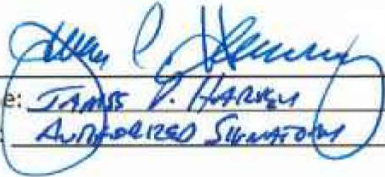
I, JAMES P. HARVEY, as AUTHORIZED SIGNATORY of KL West Port LLC, a Delaware limited liability company ("Developer"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is JAMES P. HARVEY, and I am AUTHORIZED SIGNATORY of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the West Port Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The District's *Restated Master Engineer's Report and 2021 Supplemental Engineer's Report (Assessment Area One – 2021 Project)*, dated May 7, 2021 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the improvements and work product.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 15th day of MARCH, 2023.

KL WEST PORT LLC

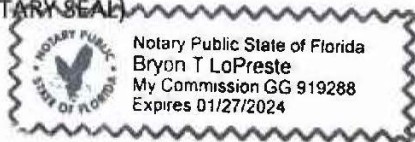

Name: JAMES T. HARRISON
Title: AUTHORIZED SIGNATORY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of MARCH, 2023, by JAMES T. HARRISON as AUTHORIZED SIGNATORY of KL WEST PORT LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

EXHIBIT A
Description of Improvements

<u>Contractor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Total Invoice Amount</u>	<u>Assessment Area</u>	<u>Neighborhood</u>
DevSpecialists	CBUs & Pedestals (DEPOSITS)	3102021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (BALANCE)	1122021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (DEPOSIT)	1272022	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals (BALANCE)	12082021	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals	12232021	\$35,660.71	3	Landings
Gate Pros, Inc.	Fencing & Gates	6510	\$11,115.00	1	Hammocks
Gate Pros, Inc.	Fencing & Posts	6677	\$11,115.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46132	\$5,971.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Electrical Service	46133	\$1,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46134	\$26,561.25		Master
Holland Landscaping and Tree Services, Inc.	Supplied Fountain Control Boxes	46727	\$7,117.50		Master
Holland Landscaping and Tree Services, Inc.	Stucco and Paint Repair	46284	\$877.50		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50238	\$24,902.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50239	\$19,390.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50240	\$67,088.75		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50492	\$22,737.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50493	\$17,225.00	1	Isles

Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50575	\$167,547.25		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall	50575-RET	\$0.00		Master
Holland Landscaping and Tree Services, Inc.	Permits, Monument Sign Wall, Electrical Allowance, Electrical Service	51121	\$9,585.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	51132	\$7,806.82	1	Master
Holland Landscaping and Tree Services, Inc.	Electrical Allowance, New Electrical Service	51133	\$11,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Change Orders	51251	\$5,425.00		Master
Holland Landscaping and Tree Services, Inc.	Change Orders	51759	\$7,117.50		Master
Rep Services, Inc.	Playground Equipment	18244.01.01	\$64,884.06	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.02	\$14,114.50	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.03	\$37,906.00	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.04	\$20,024.38	1	Hammocks
		TOTAL:	\$730,103.20		

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 14 day of March, 2023, by Rep Services, Inc., having a mailing address of 165 West Jessup Avenue, Longwood, Florida 32750-4146 ("Contractor"), in favor of the **West Port County Community Development District** ("District"), which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Proposal, dated April 27, 2021, and between Contractor and KL West Port LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers

or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

REP SERVICES, INC.

Bill Geary

By: Bill Geary
Its: Vice President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 day of March, 2023, by Bill Geary as Vice President of Rep Services, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Dennis Roberts

NOTARY PUBLIC, STATE OF Florida

Name: Dennis Roberts

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

(NOTARY SEAL)

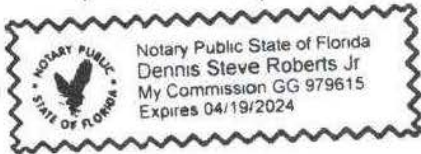


EXHIBIT A
Description of Improvements

Contractor	Description	Invoice Number	Total Invoice Amount
Rep Services, Inc.	Playground Equipment	18244.01.01	\$64,884.06
Rep Services, Inc.	Playground Equipment	18244.01.02	\$14,114.50
Rep Services, Inc.	Playground Equipment	18244.01.03	\$37,906.00
Rep Services, Inc.	Playground Equipment	18244.01.04	\$20,024.38
		TOTAL:	\$136,928.94

Please mail POs, contracts and checks to:

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

Proposed To: Kolter Property Development, LLC
 105 NE 1st Ave
 Delray Beach, FL 33444

Attn: Paul Martin

Ship To: TBD at a later date

Attn:

Bill To: Kolter Property Development, LLC
 105 NE 1st Ave
 Delray Beach, FL 33444

Attn: Paul Martin

Project No: 18244 **Project Name:** The Hammocks at West Port **Project Contact:** Paul Martin
Proposal No: 18244.01 **Proposal Name:** The Hammocks Playground **Project Location:** Sunset Riverview Way
Proposal Date: 3/31/2021 **Proposal Expires:** 4/30/2021 Port Charlotte, FL 33948-1775
For Questions Contact: JJ Kraeger ☎ 407-853-3557 ✉ jj@repervices.com **Project County:** Charlotte
Sales Consultant: Scott Brushwood ☎ 727-539-8457 ✉ scott@repervices.com **Opt/Rev:** A/0 **Printed:** 3/31/21 - JK

Vendor: Landscape Structures **Proj Drawings:** 18244-1-1 577512

Class	Part No	Qty	Description	Unit Price	Ext Price
Playbooster 5-12					
Climbers	PB148039A-001	1 EA	Star Seeker DB Only Attached to Square Deck	3,555.00	3,555.00
	PB152907A-001	1 EA	Deck Link w/Barriers Steel end panels 1 Step	1,345.00	1,345.00
	PB272084A-001	1 EA	Wood Plank Ladder w/Permalene Handholds 72" Deck DB	1,505.00	1,505.00
Decks	PB111228A-001	1 EA	Square Tenderdeck	995.00	995.00
	PB111231A-001	3 EA	Triangular Tenderdeck	770.00	2,310.00
	PB121948A-001	2 EA	Kick Plate 8"Rise	115.00	230.00
	PB152911B-001	1 EA	Curved Transfer Module Right 40"Dk DB	2,675.00	2,675.00
Enclosures	PB115254A-001	1 EA	Storefront Panel	605.00	605.00
	PB169319A-001	2 EA	Recycled Wood-Grain Lumber Panel	1,200.00	2,400.00
Kids In Motion	IP194663C-004	1 EA	ZipKrooz 66' w/Aluminum Posts DB	15,900.00	15,900.00
	IP196213C-004	1 EA	ZipKrooz Assisted Additional Bay 66' w/Aluminum Posts DB	13,705.00	13,705.00
Posts	PB111404B-001	1 EA	140"Alum Post DB	365.00	365.00
	PB111404C-001	2 EA	132"Alum Post DB	360.00	720.00
	PB111404D-001	1 EA	124"Alum Post DB	345.00	345.00
	PB111404E-001	1 EA	116"Alum Post DB	295.00	295.00
	PB111404M-001	4 EA	148"Steel Post DB	345.00	1,380.00
Signs	IP182503C-001	1 EA	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	0.00	0.00
Slides & Gliders	PB123337A-002	1 EA	Single Slide 40"Dk DB	1,520.00	1,520.00
	PB130390A-003	1 EA	Double Swoosh Slide 72"Dk DB	2,290.00	2,290.00
Swings	IP174018A-001	2 EA	Belt Seat ProGuard Chains for 8' Beam Height	125.00	250.00
	IP176038A-001	2 EA	Full Bucket Seat ProGuard Chains for 8' Beam Height	340.00	680.00
	IP177332A-001	1 EA	Single Post Swing Frame 8' Beam Height Only	1,230.00	1,230.00
	IP177333A-001	1 EA	Single Post Swing Frame Additional Bay 8' Beam Height Only	915.00	915.00
				Product Subtotal:	\$55,215.00
				Discount Applied:	3.00% (\$1,656.45)
				Discounted Product Total:	\$53,558.55
				Signed & Sealed Engineering:	\$2,700.00
				Florida Sales Tax:	6.00% \$3,375.51
				Local Option Tax for Charlotte County:	1.00% \$50.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 4,416 lbs Freight Charge					\$5,200.00
				Landscape Structures Total:	\$64,884.06

Vendor: LSI SkyWays **Proj Drawings:** 18244-1-1 577513

Class	Part No	Qty	Description	Unit Price	Ext Price
Shade	IP227369H-001	1 EA	SkyWays Hip 24'x24' Shade 14' Roof Height w/Rapid Release	8,515.00	8,515.00

Product Subtotal:	\$8,515.00
Signed & Sealed Engineering:	\$1,810.00
Florida Sales Tax:	6.00% \$619.50
Local Option Tax for Charlotte County:	1.00% \$50.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 880 lbs Freight Charge	\$3,120.00
LSI SkyWays Total:	\$14,114.50

Vendor: Engineered Wood Fiber supplied by Rep Services **Proj Drawings:** 18244-1-1 577514

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	EWF	335 CY	Engineered wood fiber mulch supplied and installed, 12" depth.	56.25	18,843.75
				Product Subtotal:	\$18,843.75
				Florida Sales Tax:	6.00% \$1,130.63
				Local Option Tax for Charlotte County:	1.00% \$50.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					Included
Engineered Wood Fiber supplied by Rep Services Total:					\$20,024.38

Installation By RSI Installer: The scope includes the following, as required: 577515

Item	Qty	Description
INS-LSI	1 LT	Equipment Installation - Landscape Structures Design 18244-1-1
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Hip Shade
INS-CON FT	4 EA	Install concrete footing(s) for LSI SkyWays Hip Shade
PERMIT FILING	1 EA	Charge for document preparation for building permit.
PERMIT FEE	1 EA	Permit fees charged by the Building Department for the building permit and by the Clerk of the Circuit Court for the Notice of Commencement.
		RSI Installer Total:
		\$37,906.00

General Terms of Sale and Proposal Summary

50% Deposit, Net 30

Product:	\$85,427.30
Installation:	\$37,906.00
Grand Total Tax:	\$5,275.64
Freight:	\$8,320.00
Proposal Total:	\$136,928.94

Notes

Basis of Proposal:

Our proposal is based upon Landscape Structures design 18244-1-1

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

- 4 Weeks: Engineering & Submittals
 - 4 Weeks +/- Permitting
 - 6 Weeks Longest manufacturing lead time. (Typical for scheduling.)
 - 1 Week Shipping
 - 2 Weeks Installation of equipment ...and safety surfacing.
 - 17 Weeks TOTAL WEEKS
- Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:

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

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

SkyWays Shade by LSI:

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

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

Engineered Wood Fiber:

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

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

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

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

Installation:

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

To Be Provided by customer:

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

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

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

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

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By: KL WEST PORT
Keller Property Development, LLC

Company Name


Authorized By
(Title)

James P. Harvey
Printed Name

4-27-2021
Date

As Its: AUTHORIZED SIGNATORY



The Hammocks at West Port

18244-1-1 2021 • 03.30.2021





The Hammocks at West Port

18244-1-1 2021 • 03.30.2021





The Hammocks at West Port

18244-1-1 2021 • 03.30.2021



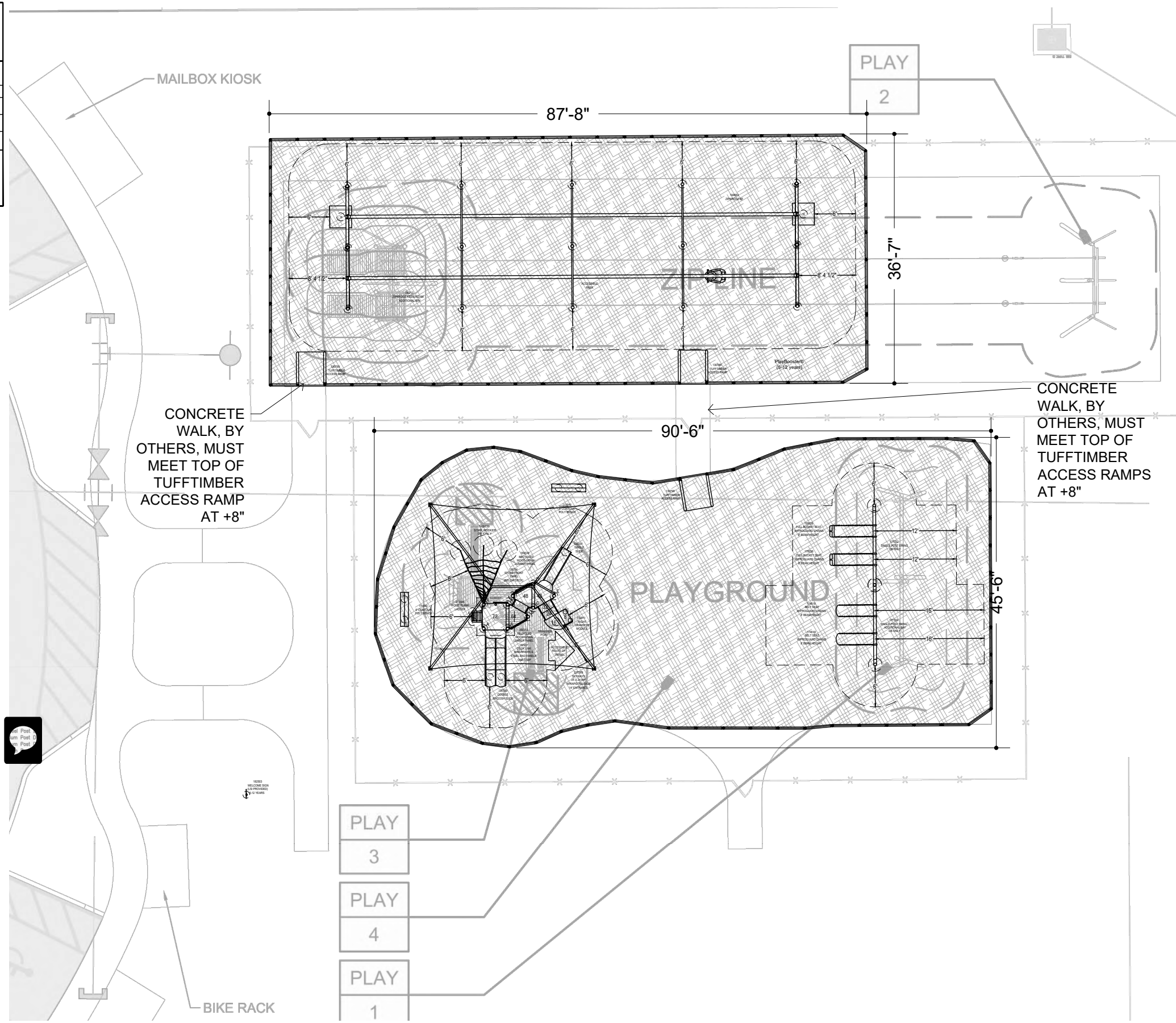
SURFACING AREA:
6635 SF EWF

FALL HEIGHT:
9'

Revisions:

#	Revision	Date

PG-2
Install Plan



Legend for callouts:

- A 148" Steel Post
- B 140" Alum Post
- C 132" Alum Post
- D 120" Alum Post

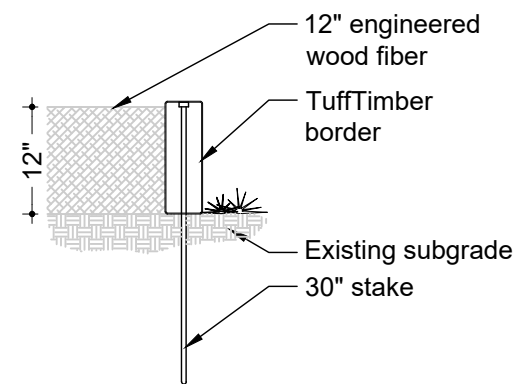
SCALE: 1" = 16'

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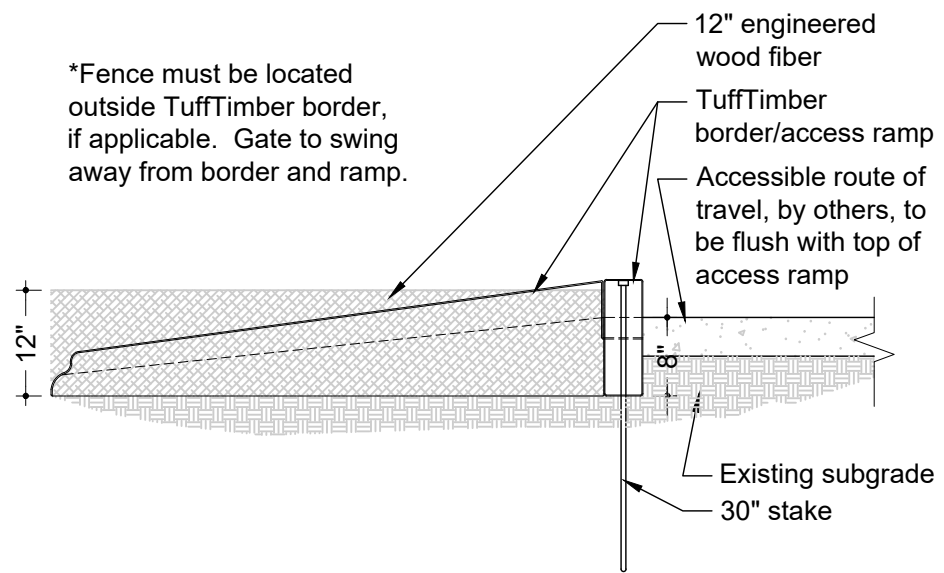
NORTH

The Hammocks at West Port

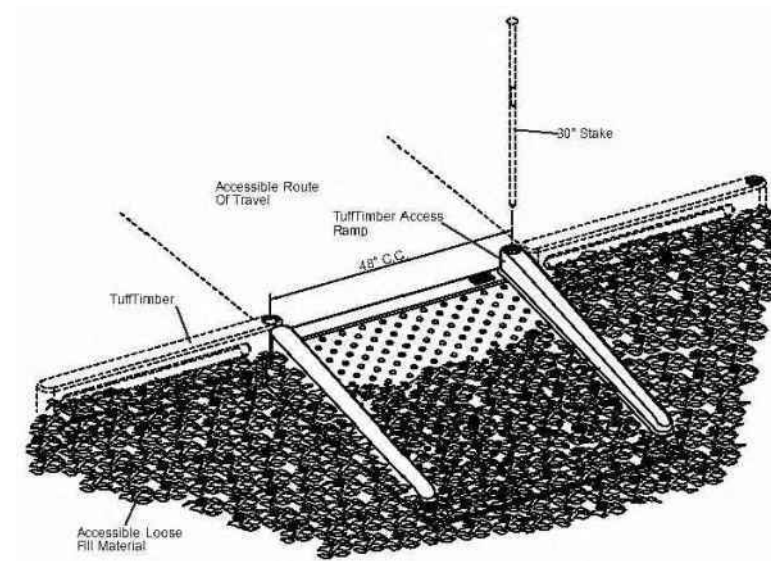
Port Charlotte, Florida
PROJECT: 18244-1-1 2021
NOT FOR CONSTRUCTION



Engineered Wood Fiber
w/ TuffTimber Border



TuffTimber Border and Access Ramp
w/ Engineered Wood Fiber



REPSER REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

Kolter Payments LLC
Check Number 00094042
Check Date May 21, 2021

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
05/17/21	18244.01.99	KLWP,0	49,511.47	0.00	0.00	49,511.47
Total Remittance			49,511.47	0.00	.00	49,511.47

RECEIVED
MAY 28 2021
202105
REP SERVICES INC

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED BACKGROUND • THIS PAPER CONTAINS FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

Kolter Payments LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11-24/1210

Date
May 21, 2021

Check Number
00094042



Amount
\$49,511.47

Pay *Forty Nine Thousand Five Hundred Eleven Dollars 47 Cents*

Kolter Payments LLC

To
The
Order
Of

REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

⑈00094042⑈ ⑆121000248⑆ 4199969189⑈

REPSER REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

Kolter Payments LLC
Check Number 00103292
Check Date Oct 25, 2021

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
4256 KL West Port LLC						
10/16/21	18244.01.01	KLWP,0	15,372.59	0.00	0.00	15,372.59
10/19/21	18244.01.02	KLWP,0	14,114.50	0.00	0.00	14,114.50
Total Remittance			29,487.09	0.00	.00	29,487.09

RECEIVED
OCT 29 2021
REP SERVICES INC

005167 → this is correct.
Kate Pufaline

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Kolter Payments LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11-24/1210

Date
Oct 25, 2021

Check Number
00103292

Pay *Twenty Nine Thousand Four Hundred Eighty Seven Dollars 09 Cents*

Amount
\$29,487.09

Kolter Payments LLC

To
The
Order
Of

REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

[Signature]
[Signature]

SECURITY FEATURES INCLUDE MICROPRINTING • MULTI-COLORED BACKGROUND • VOID PANTOGRAPH • ENDORSEMENT BACKER

⑈00 103 29 2⑈ ⑆ 12 1000 248⑆ 4 199969 189⑈

Kolter Payments LLC

105 NE 1st STREET
DELRAY BEACH, FL 33444

Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11-24/1210

Date

Dec 17, 2021

Check Number

00106262

Amount

\$20,024.38

Pay

Twenty Thousand Twenty Four Dollars 38 Cents

Kolter Payments LLC



To
The
Order
Of

REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

⑈00 106 26 2⑈ ⑆1 2 1000 248⑆ 4 199969 189⑈

REPSEK REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146



Kolter Payments LLC
Check Number 00107226
Check Date Jan 7, 2022

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
4256 KL West Port LLC 12/02/21 18244.01.03		KLWP,0	37,906.00	0.00	0.00	37,906.00
Total Remittance			37,906.00	0.00	.00	37,906.00

RECEIVED
JAN 11 2022

REP SERVICES INC

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Kolter Payments LLC
105 NE 1st STREET
DELRAY BEACH, FL 33444

Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11 24/1210

Date
Jan 7, 2022

Check Number
00107226

Amount
\$37,906.00

Pay *Thirty Seven Thousand Nine Hundred Six Dollars 00 Cents*

To
The
Order
Of
REP SERVICES, INC.
165 WEST JESSUP AVENUE
LONGWOOD, FL 32750-4146

Kolter Payments LLC

SECURITY FEATURES INCLUDE MICROPRINTING • MULTI-COLORED BACKGROUND • VOID PANTOGRAPH • ENDORSEMENT BACKER

⑈00107226⑈ ⑆121000248⑆ 14199969169⑈

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 13th day of March, 2023, by Dev Specialists, Inc., having a mailing address 255 Primera Boulevard, #160, Lake Mary, Florida 32746 ("Contractor"), in favor of the West Port County Community Development District ("District"), which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated January 12, 2021, and between Contractor and KL West Port LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers

or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

DEV SPECIALISTS, INC.

[Signature]
By: Aimee Renee
Its: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of March, 2023, by Aimee Renee as President of DevSpecialists Inc and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Stevi Jean Torrez
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



EXHIBIT A
Description of Improvements

Contractor	Description	Invoice Number	Total Invoice Amount
DevSpecialists	CBUs & Pedestals (DEPOSITS)	3102021	\$35,401.00
DevSpecialists	CBUs & Pedestals (BALANCE)	1122021	\$35,401.00
DevSpecialists	CBUs & Pedestals (DEPOSIT)	1272022	\$30,669.49
DevSpecialists	CBUs & Pedestals (BALANCE)	12082021	\$30,669.49
DevSpecialists	CBUs & Pedestals	12232021	\$35,660.71
		TOTAL:	\$167,801.69

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 17th day of March, 2023, by **Holland Landscaping and Tree Services, Inc.**, having a mailing address of 440 Shotgun Lane, Osprey, Florida 34229 ("**Contractor**"), in favor of the **West Port County Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Charlotte County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated November 10, 2020, and between Contractor and KL West Port LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers

or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

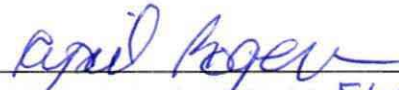
HOLLAND LANDSCAPING AND TREE SERVICES, INC.



By: Dustin Cox
Its: Project manager

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of March, 2023, by Dustin Cox as Project manager of Holland Landscaping, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: April Rogers
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

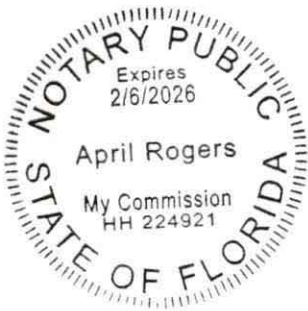


EXHIBIT A
Description of Improvements

<u>Contractor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Total Invoice Amount</u>
Holland Landscaping and Tree Services, Inc.	Electrical Service	46132	\$5,971.00
Holland Landscaping and Tree Services, Inc.	Electrical Service	46133	\$1,895.00
Holland Landscaping and Tree Services, Inc.	Electrical Service	46134	\$26,561.25
Holland Landscaping and Tree Services, Inc.	Supplied Fountain Control Boxes	46727	\$7117.50
Holland Landscaping and Tree Services, Inc.	Stucco and Paint Repair	46284	\$877.50
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50238	\$24,902.50
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50239	\$19,390.00
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50240	\$67,088.75
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50492	\$22,737.50
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50493	\$17,225.00
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50575	\$167,547.25
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall	50575-RET	\$0.00
Holland Landscaping and Tree Services, Inc.	Permits, Monument Sign Wall, Electrical Allowance, Electrical Service	51121	\$9,585.00
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	51132	\$7,806.82
Holland Landscaping and Tree Services, Inc.	Electrical Allowance, New Electrical Service	51133	\$11,895.00
Holland Landscaping and Tree Services, Inc.	Change Orders	51251	\$5,425.00
Holland Landscaping and Tree Services, Inc.	Change Orders	51759	\$7,117.50
		TOTAL:	\$403,142.57

**DISTRICT ENGINEER'S CERTIFICATE
[IMPROVEMENTS]**

March 13, 2023

Board of Supervisors
West Port Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned is a representative of Morris Engineering & Consulting LLC ("**District Engineer**"), as District Engineer for the West Port Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL West Port LLC ("**Developer**") as to certain public "**Improvements**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Restated Master Engineer's Report and 2021 Supplemental Engineer's Report (Assessment Area One – 2021 Project)*, dated May 7, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.

MORRIS ENGINEERING & CONSULTING LLC



Matthew J. Morris, P.E.

Florida Registration No. 68434

District Engineer

EXHIBIT A
Description of Improvements

<u>Contractor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Total Invoice Amount</u>	<u>Assessment Area</u>	<u>Neighborhood</u>
DevSpecialists	CBUs & Pedestals (DEPOSITS)	3102021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (BALANCE)	1122021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (DEPOSIT)	1272022	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals (BALANCE)	12082021	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals	12232021	\$35,660.71	3	Landings
Gate Pros, Inc.	Fencing & Gates	6510	\$11,115.00	1	Hammocks
Gate Pros, Inc.	Fencing & Posts	6677	\$11,115.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46132	\$5,971.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Electrical Service	46133	\$1,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46134	\$26,561.25		Master
Holland Landscaping and Tree Services, Inc.	Supplied Fountain Control Boxes	46727	\$7,117.50		Master
Holland Landscaping and Tree Services, Inc.	Stucco and Paint Repair	46284	\$877.50		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50238	\$24,902.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50239	\$19,390.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50240	\$67,088.75		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50492	\$22,737.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50493	\$17,225.00	1	Isles

Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50575	\$167,547.25		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall	50575-RET	\$0.00		Master
Holland Landscaping and Tree Services, Inc.	Permits, Monument Sign Wall, Electrical Allowance, Electrical Service	51121	\$9,585.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	51132	\$7,806.82	1	Master
Holland Landscaping and Tree Services, Inc.	Electrical Allowance, New Electrical Service	51133	\$11,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Change Orders	51251	\$5,425.00		Master
Holland Landscaping and Tree Services, Inc.	Change Orders	51759	\$7,117.50		Master
Rep Services, Inc.	Playground Equipment	18244.01.01	\$64,884.06	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.02	\$14,114.50	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.03	\$37,906.00	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.04	\$20,024.38	1	Hammocks
		TOTAL:	\$730,103.20		

BILL OF SALE AND LIMITED ASSIGNMENT
[IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ___ day of _____, 2023, by and between **KL WEST PORT LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

- a) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

KL WEST PORT LLC

By: [Signature]
Name: BARON WOODARD

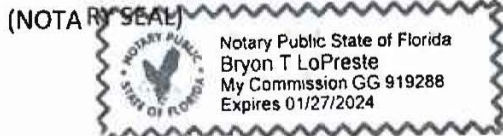
[Signature]
Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of MARCH, 2023, by JAMES P. HARVEY as AUTHORIZED SIGNATORY of KL WEST PORT LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Improvements

<u>Contractor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Total Invoice Amount</u>	<u>Assessment Area</u>	<u>Neighborhood</u>
DevSpecialists	CBUs & Pedestals (DEPOSITS)	3102021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (BALANCE)	1122021	\$35,401.00	1	Hammocks & Isles
DevSpecialists	CBUs & Pedestals (DEPOSIT)	1272022	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals (BALANCE)	12082021	\$30,669.49	3	Palms
DevSpecialists	CBUs & Pedestals	12232021	\$35,660.71	3	Landings
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Gate Pros, Inc.	Fencing & Posts	6677	\$11,115.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46132	\$5,971.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Electrical Service	46133	\$1,895.00	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Electrical Service	46134	\$26,561.25		Master
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Holland Landscaping and Tree Services, Inc.	Stucco and Paint Repair	46284	\$877.50		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50238	\$24,902.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall & Permits	50239	\$19,390.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50240	\$67,088.75		Master
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50492	\$22,737.50	1	Hammocks
Holland Landscaping and Tree Services, Inc.	Monument Sign & Permits	50493	\$17,225.00	1	Isles

Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	50575	\$167,547.25		Master
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Holland Landscaping and Tree Services, Inc.	Permits, Monument Sign Wall, Electrical Allowance, Electrical Service	51121	\$9,585.00	1	Isles
Holland Landscaping and Tree Services, Inc.	Monument Sign Wall, Sign Column & Permits	51132	\$7,806.82	1	Master
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Holland Landscaping and Tree Services, Inc.	Change Orders	51251	\$5,425.00		Master
Holland Landscaping and Tree Services, Inc.	Change Orders	51759	\$7,117.50		Master
Rep Services, Inc.	Playground Equipment	18244.01.01	\$64,884.06	1	Hammocks
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Rep Services, Inc.	Playground Equipment	18244.01.03	\$37,906.00	1	Hammocks
Rep Services, Inc.	Playground Equipment	18244.01.04	\$20,024.38	1	Hammocks
		TOTAL:	\$730,103.20		

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

61

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FIVE PAGES

TO OWNER:
 KL West Port, LLC
 14025 Riveredge Drive, Suite 175
 Tampa, FL 33637

PROJECT: WEST PORT
 THE HAMMOCKS - POD H3
 THE PALMS AT WESTPORT - POD C - PH2

APPLICATION NO: 14

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
 Stark Sullen Grading, Inc.
 9890 Bayshore Road
 North Fort Myers, FL 33917

VIA ENGINEER:
 Morris Engineering

PERIOD TO: 1/31/2022

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 10/9/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	4,474,929.78	(1)
2. Net change by Change Orders	\$	(150,000.00)	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,324,929.78	
4. TOTAL COMPLETED & STORED TO DATE	\$	3,027,223.08	
5. RETAINAGE:			
a. 10% of Completed Work (Column D + E on G703)	\$	176,250.49	
b. 10% of Stored Material (Column F on G703)	\$	N/A	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	176,250.49	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,850,972.59	
7. LESS PREVIOUS CERTIFICATES FOR		2,720,414.63	
8. CURRENT PAYMENT DUE	\$	130,557.96	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,473,957.19	

CONTRACTOR:

By:

Date:

State of Florida
 Subscribed and sworn to before me this 7
 Notary Public: *Christy Brooks*
 My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previous pay apps	-	(150,000.00)
Total changes this pay app	-	
TOTALS	-	(150,000.00)
NET CHANGES by Change Order		(150,000.00)

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

(1) Original contract value was adjusted for item I-13 NDPES Testing - \$6,000.00. Item was included in original contract, but omitted from prior pay applications.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
 APPLICATION DATE: 2/6/2023
 PERIOD TO: 1/31/2022
 PROJECT: WEST PORT POD H3
 THE HAMMOCKS

ITEM NO.	BASE CONTRACT					WORK COMPLETED				TOTAL COMPLETED TO DATE	% COMPLETE TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	VALUE	FROM PREVIOUS APP.		THIS PERIOD					
						QTY	VALUE	QTY	VALUE				
THE HAMMOCKS AT WESTPORT - POD H3													
I	ROADWAY, CURB & SIDEWALK												
I-1	MOBILIZATION	1.0	EA	14,600.00	14,600.00	1.0	14,600.00	-	-	14,600.00	100.00%	-	-
I-2	1" ASPHALTIC CONCRETE (TYPE S-III) - 1ST LIFT	9,435.0	SY	6.90	65,101.50	9,435.0	65,101.50	-	-	65,101.50	100.00%	-	-
I-3	1" ASPHALTIC CONCRETE (TYPE S-III) - 2ND LIFT	9,435.0	SY	6.90	65,101.50	9,435.0	65,101.50	-	-	65,101.50	100.00%	-	-
I-4	6" LIMEROCK BASE (COMPACTED AND PRIMED)	9,435.0	SY	10.40	98,124.00	9,435.0	98,124.00	-	-	98,124.00	100.00%	-	-
I-5	12" STABILIZED SUBGRADE	10,968.0	SY	3.60	39,484.80	10,968.0	39,484.80	-	-	39,484.80	100.00%	-	-
I-6	20" VALLEY GUTTER	6,895.0	LF	12.15	83,774.25	6,895.0	83,774.25	-	-	83,774.25	100.00%	-	-
I-7	CLEARING BERM-SWALE EAST ALONG FLAMINGO WTW	1.0	EA	12,640.00	12,640.00	1.0	12,640.00	-	-	12,640.00	100.00%	-	-
I-8	ROUGH GRADE - BALANCE SITE AND ROADWAY	1.0	LS	68,400.00	68,400.00	1.0	68,400.00	-	-	68,400.00	100.00%	-	-
I-9	FINAL GRADE ROW	1.0	LS	56,000.00	56,000.00	1.0	56,000.00	-	-	56,000.00	100.00%	-	-
I-10	SOD 2' STRIP BOC, REAR LOT SLOPE	90,000.0	SF	0.32	28,800.00	90,000.0	28,800.00	-	-	28,800.00	100.00%	-	-
I-11	HAY - SEED AND MULCH	19.2	AC	1,340.00	25,728.00	19.2	25,728.00	-	-	25,728.00	100.00%	-	-
I-12	SIGNAGE AND MARKINGS	1.0	EA	3,450.00	3,450.00	1.0	3,450.00	-	-	3,450.00	100.00%	-	-
I-13	NDPES TESTING	1.0	EA	6,000.00	6,000.00	1.0	6,000.00	-	-	6,000.00	100.00%	-	-
	SUBTOTAL				567,204.05		567,204.05			567,204.05	100.00%		
II	SANITARY SEWER												
II-1	TIE INTO MANHOLE H01A (14' - 16')	1.0	EA	12,300.00	12,300.00	1.0	12,300.00	-	-	12,300.00	100.00%	-	-
II-2	TIE INTO MANHOLE (0 - 6)	1.0	EA	3,620.00	3,620.00	1.0	3,620.00	-	-	3,620.00	100.00%	-	-
II-3	SANITARY MANHOLE (0-6)	2.0	EA	6,215.00	12,430.00	2.0	12,430.00	-	-	12,430.00	100.00%	-	-
II-4	SANITARY MANHOLE (8 - 10)	1.0	EA	9,075.00	9,075.00	1.0	9,075.00	-	-	9,075.00	100.00%	-	-
II-5	SANITARY MANHOLE (10-12)	2.0	EA	10,026.00	20,052.00	2.0	20,052.00	-	-	20,052.00	100.00%	-	-
II-6	SANITARY MANHOLE (12-14)	2.0	EA	11,995.00	23,990.00	2.0	23,990.00	-	-	23,990.00	100.00%	-	-
II-7	8" SDR 26 (0-6)	392.0	LF	46.78	18,337.76	392.0	18,337.76	-	-	18,337.76	100.00%	-	-
II-8	8" SDR 26 (6-8)	93.0	LF	48.66	4,525.38	93.0	4,525.38	-	-	4,525.38	100.00%	-	-
II-9	8" SDR 26 (8 - 10)	100.0	LF	57.80	5,780.00	100.0	5,780.00	-	-	5,780.00	100.00%	-	-
II-10	8" SDR 26 (10-12)	770.0	EA	66.96	51,559.20	770.0	51,559.20	-	-	51,559.20	100.00%	-	-
II-11	8" SDR 26 (12-14)	376.0	EA	79.50	29,892.00	376.0	29,892.00	-	-	29,892.00	100.00%	-	-
II-12	8" SDR 26 (14-16)	80.0	LS	92.75	7,420.00	80.0	7,420.00	-	-	7,420.00	100.00%	-	-
II-13	8" SDR 26 (16-18)	123.0	EA	122.00	15,006.00	123.0	15,006.00	-	-	15,006.00	100.00%	-	-
II-14	SINGLE SEWER SERVICE W/ CO	5.0	EA	1,102.00	5,510.00	5.0	5,510.00	-	-	5,510.00	100.00%	-	-
II-15	DOUBLE SEWER SERVICE W/ CO	25.0	EA	1,196.00	29,900.00	25.0	29,900.00	-	-	29,900.00	100.00%	-	-
II-16	TESTING AND TV SEWER (ONE TIME)	1.0	EA	11,376.00	11,376.00	1.0	11,376.00	-	-	11,376.00	100.00%	-	-
	SUBTOTAL				260,773.34		260,773.34			260,773.34	100.00%		
III	POTABLE WATER / FIRE												
III-1	TIE INTO EXISTING STUB	3.0	EA	3,820.00	11,460.00	3.0	11,460.00	-	-	11,460.00	100.00%	-	-
III-2	6" DR 18 C900 WL	2,527.0	LF	28.20	71,261.40	2,527.0	71,261.40	-	-	71,261.40	100.00%	-	-
III-3	6" MJ GATE VALVE	2.0	EA	1,600.00	3,200.00	2.0	3,200.00	-	-	3,200.00	100.00%	-	-
III-4	FIRE HYDRANT ASSEMBLY	4.0	EA	5,835.00	23,340.00	4.0	23,340.00	-	-	23,340.00	100.00%	-	-
III-5	TEMP BO ASSY	1.0	EA	2,100.00	2,100.00	1.0	2,100.00	-	-	2,100.00	100.00%	-	-
III-6	SINGLE WATER SERVICE	31.0	EA	1,020.00	31,620.00	31.0	31,620.00	-	-	31,620.00	100.00%	-	-
III-7	DOUBLE WATER SERVICE	29.0	EA	1,160.00	33,640.00	29.0	33,640.00	-	-	33,640.00	100.00%	-	-
III-8	TESTING, BACTS, FIRE PERMITS	1.0	LS	6,110.00	6,110.00	1.0	6,110.00	-	-	6,110.00	100.00%	-	-
	SUBTOTAL				182,731.40		182,731.40			182,731.40	100.00%		
VI	DRAINAGE												
VI-1	12" ADS	941.0	LF	45.30	42,627.30	941.0	42,627.30	-	-	42,627.30	100.00%	-	-
VI-2	15" RCP	276.0	LF	62.88	17,354.88	276.0	17,354.88	-	-	17,354.88	100.00%	-	-

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
 APPLICATION DATE: 2/6/2023
 PERIOD TO: 1/31/2022
 PROJECT: WEST PORT POD H3
 THE HAMMOCKS

ITEM NO.	BASE CONTRACT					WORK COMPLETED				TOTAL COMPLETED TO DATE	% COMPLETE TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	VALUE	FROM PREVIOUS APP.		THIS PERIOD					
						QTY	VALUE	QTY	VALUE				
THE HAMMOCKS AT WESTPORT - POD H3													
I	ROADWAY, CURB & SIDEWALK												
I-1	MOBILIZATION	1.0	EA	14,600.00	14,600.00	1.0	14,600.00	-	-	14,600.00	100.00%	-	-
I-2	1" ASPHALTIC CONCRETE (TYPE S-III) - 1ST LIFT	9,435.0	SY	6.90	65,101.50	9,435.0	65,101.50	-	-	65,101.50	100.00%	-	-
I-3	1" ASPHALTIC CONCRETE (TYPE S-III) - 2ND LIFT	9,435.0	SY	6.90	65,101.50	9,435.0	65,101.50	-	-	65,101.50	100.00%	-	-
I-4	6" LIMEROCK BASE (COMPACTED AND PRIMED)	9,435.0	SY	10.40	98,124.00	9,435.0	98,124.00	-	-	98,124.00	100.00%	-	-
I-5	12" STABILIZED SUBGRADE	10,968.0	SY	3.60	39,484.80	10,968.0	39,484.80	-	-	39,484.80	100.00%	-	-
I-6	20" VALLEY GUTTER	6,895.0	LF	12.15	83,774.25	6,895.0	83,774.25	-	-	83,774.25	100.00%	-	-
I-7	CLEARING BERM-SWALE EAST ALONG FLAMINGO WTW	1.0	EA	12,640.00	12,640.00	1.0	12,640.00	-	-	12,640.00	100.00%	-	-
I-8	ROUGH GRADE - BALANCE SITE AND ROADWAY	1.0	LS	68,400.00	68,400.00	1.0	68,400.00	-	-	68,400.00	100.00%	-	-
I-9	FINAL GRADE ROW	1.0	LS	56,000.00	56,000.00	1.0	56,000.00	-	-	56,000.00	100.00%	-	-
I-10	SOD 2' STRIP BOC, REAR LOT SLOPE	90,000.0	SF	0.32	28,800.00	90,000.0	28,800.00	-	-	28,800.00	100.00%	-	-
I-11	HAY - SEED AND MULCH	19.2	AC	1,340.00	25,728.00	19.2	25,728.00	-	-	25,728.00	100.00%	-	-
I-12	SIGNAGE AND MARKINGS	1.0	EA	3,450.00	3,450.00	1.0	3,450.00	-	-	3,450.00	100.00%	-	-
I-13	NDPES TESTING	1.0	EA	6,000.00	6,000.00	1.0	6,000.00	-	-	6,000.00	100.00%	-	-
	SUBTOTAL				567,204.05		567,204.05			567,204.05	100.00%		
II	SANITARY SEWER												
II-1	TIE INTO MANHOLE H01A (14' - 16')	1.0	EA	12,300.00	12,300.00	1.0	12,300.00	-	-	12,300.00	100.00%	-	-
II-2	TIE INTO MANHOLE (0 - 6)	1.0	EA	3,620.00	3,620.00	1.0	3,620.00	-	-	3,620.00	100.00%	-	-
II-3	SANITARY MANHOLE (0-6)	2.0	EA	6,215.00	12,430.00	2.0	12,430.00	-	-	12,430.00	100.00%	-	-
II-4	SANITARY MANHOLE (8 - 10)	1.0	EA	9,075.00	9,075.00	1.0	9,075.00	-	-	9,075.00	100.00%	-	-
II-5	SANITARY MANHOLE (10-12)	2.0	EA	10,026.00	20,052.00	2.0	20,052.00	-	-	20,052.00	100.00%	-	-
II-6	SANITARY MANHOLE (12-14)	2.0	EA	11,995.00	23,990.00	2.0	23,990.00	-	-	23,990.00	100.00%	-	-
II-7	8" SDR 26 (0-6)	392.0	LF	46.78	18,337.76	392.0	18,337.76	-	-	18,337.76	100.00%	-	-
II-8	8" SDR 26 (6-8)	93.0	LF	48.66	4,525.38	93.0	4,525.38	-	-	4,525.38	100.00%	-	-
II-9	8" SDR 26 (8 - 10)	100.0	LF	57.80	5,780.00	100.0	5,780.00	-	-	5,780.00	100.00%	-	-
II-10	8" SDR 26 (10-12)	770.0	EA	66.96	51,559.20	770.0	51,559.20	-	-	51,559.20	100.00%	-	-
II-11	8" SDR 26 (12-14)	376.0	EA	79.50	29,892.00	376.0	29,892.00	-	-	29,892.00	100.00%	-	-
II-12	8" SDR 26 (14-16)	80.0	LS	92.75	7,420.00	80.0	7,420.00	-	-	7,420.00	100.00%	-	-
II-13	8" SDR 26 (16-18)	123.0	EA	122.00	15,006.00	123.0	15,006.00	-	-	15,006.00	100.00%	-	-
II-14	SINGLE SEWER SERVICE W/ CO	5.0	EA	1,102.00	5,510.00	5.0	5,510.00	-	-	5,510.00	100.00%	-	-
II-15	DOUBLE SEWER SERVICE W/ CO	25.0	EA	1,196.00	29,900.00	25.0	29,900.00	-	-	29,900.00	100.00%	-	-
II-16	TESTING AND TV SEWER (ONE TIME)	1.0	EA	11,376.00	11,376.00	1.0	11,376.00	-	-	11,376.00	100.00%	-	-
	SUBTOTAL				260,773.34		260,773.34			260,773.34	100.00%		
III	POTABLE WATER / FIRE												
III-1	TIE INTO EXISTING STUB	3.0	EA	3,820.00	11,460.00	3.0	11,460.00	-	-	11,460.00	100.00%	-	-
III-2	6" DR 18 C900 WL	2,527.0	LF	28.20	71,261.40	2,527.0	71,261.40	-	-	71,261.40	100.00%	-	-
III-3	6" MJ GATE VALVE	2.0	EA	1,600.00	3,200.00	2.0	3,200.00	-	-	3,200.00	100.00%	-	-
III-4	FIRE HYDRANT ASSEMBLY	4.0	EA	5,835.00	23,340.00	4.0	23,340.00	-	-	23,340.00	100.00%	-	-
III-5	TEMP BO ASSY	1.0	EA	2,100.00	2,100.00	1.0	2,100.00	-	-	2,100.00	100.00%	-	-
III-6	SINGLE WATER SERVICE	31.0	EA	1,020.00	31,620.00	31.0	31,620.00	-	-	31,620.00	100.00%	-	-
III-7	DOUBLE WATER SERVICE	29.0	EA	1,160.00	33,640.00	29.0	33,640.00	-	-	33,640.00	100.00%	-	-
III-8	TESTING, BACTS, FIRE PERMITS	1.0	LS	6,110.00	6,110.00	1.0	6,110.00	-	-	6,110.00	100.00%	-	-
	SUBTOTAL				182,731.40		182,731.40			182,731.40	100.00%		
VI	DRAINAGE												
VI-1	12" ADS	941.0	LF	45.30	42,627.30	941.0	42,627.30	-	-	42,627.30	100.00%	-	-
VI-2	15" RCP	276.0	LF	62.88	17,354.88	276.0	17,354.88	-	-	17,354.88	100.00%	-	-

CONTINUATION SHEET

AIA DOCUMENT

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
 APPLICATION DATE: 2/6/2023
 PERIOD TO: 1/31/2022
 PROJECT: WEST PORT POD H3
 THE HAMMOCKS

ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	VALUE	WORK COMPLETE			PERIOD	C	TOTAL COMPLETED TO DATE	% COMPLETE TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
						FROM PREVIOUS APP.		QTY						
						QTY	VALUE							
VI-3	18" RCP	249.0	LF	70.90	17,654.10	249.00	17,654.10	-	-	17,654.10	100.00%	-	-	
VI-4	24" RCP	512.0	LF	93.26	47,749.12	512.00	47,749.12	-	-	47,749.12	100.00%	-	-	
VI-5	30" RCP	142.0	LF	132.00	18,744.00	142.00	18,744.00	-	-	18,744.00	100.00%	-	-	
VI-6	36" RCP	294.0	LF	154.00	45,276.00	294.00	45,276.00	-	-	45,276.00	100.00%	-	-	
VI-7	42" RCP	442.0	LF	194.00	85,748.00	442.00	85,748.00	-	-	85,748.00	100.00%	-	-	
VI-8	YARD DRAINS	5.0	EA	1,600.00	8,000.00	5.00	8,000.00	-	-	8,000.00	100.00%	-	-	
VI-9	TIE INTO EXISTING STRUCTURE	2.0	EA	6,070.00	12,140.00	2.00	12,140.00	-	-	12,140.00	100.00%	-	-	
VI-10	REMOVE EXISTING 24" RCP	350.0	LF	19.10	6,685.00	350.00	6,685.00	-	-	6,685.00	100.00%	-	-	
VI-11	REMOVE 24" PIPE END	2.0	EA	2,665.00	5,330.00	2.00	5,330.00	-	-	5,330.00	100.00%	-	-	
VI-12	REMOVE EXISTING VALLEY GUTTER INLETS	2.0	EA	1,278.00	2,556.00	2.00	2,556.00	-	-	2,556.00	100.00%	-	-	
VI-13	18" PIPE END	1.0	EA	4,200.00	4,200.00	1.00	4,200.00	-	-	4,200.00	100.00%	-	-	
VI-14	24" PIPE ENDS	2.0	EA	4,585.00	9,170.00	2.00	9,170.00	-	-	9,170.00	100.00%	-	-	
VI-15	GRATE INLET TYPE C	4.0	EA	3,540.00	14,160.00	4.00	14,160.00	-	-	14,160.00	100.00%	-	-	
VI-16	GRATE INLET TYPE C / J BOTTOM LARGE	1.0	EA	6,765.00	6,765.00	1.00	6,765.00	-	-	6,765.00	100.00%	-	-	
VI-17	VALLEY GUTTER INLET	10.0	EA	5,985.00	59,850.00	10.00	59,850.00	-	-	59,850.00	100.00%	-	-	
	SUBTOTAL				404,009.40		404,009.40			404,009.40				
XX	DELETIVE CHANGE ORDER:													
	ROADWAY , GRADING													
XX-1	6" LIMEROCK BASE	2,460.0	SY	(10.40)	(25,584.00)	2,460.00	(25,584.00)	-	-	(25,584.00)	100.00%	-	-	
XX-2	12" STABILIZED SUBGRADE	3,000.0	SY	(3.60)	(10,800.00)	3,000.00	(10,800.00)	-	-	(10,800.00)	100.00%	-	-	
XX-3	ROUGH GRADE BALANCE ROADWAY	1.0	EA	(6,804.24)	(6,804.24)	1.00	(6,804.24)	-	-	(6,804.24)	100.00%	-	-	
	SANITARY SEWER													
XX-4	TIE INTO EXISTING MANHOLE	1.0	EA	(3,620.00)	(3,620.00)	1.00	(3,620.00)	-	-	(3,620.00)	100.00%	-	-	
XX-5	SANITARY MANHOLE (0 - 6)	1.0	EA	(6,215.00)	(6,215.00)	1.00	(6,215.00)	-	-	(6,215.00)	100.00%	-	-	
XX-6	8" DR 26 SEWER (0 - 6)	392.0	LF	(46.78)	(18,337.76)	392.00	(18,337.76)	-	-	(18,337.76)	100.00%	-	-	
XX-7	DOUBLE SEWER SERV W/ CO	10.0	EA	(1,196.00)	(11,960.00)	10.00	(11,960.00)	-	-	(11,960.00)	100.00%	-	-	
XX-8	TV AND TESTING	1.0	EA	(2,400.00)	(2,400.00)	1.00	(2,400.00)	-	-	(2,400.00)	100.00%	-	-	
	WATERLINE													
XX-9	TIE IN TO EXISTING STUB	2.0	EA	(3,820.00)	(7,640.00)	2.00	(7,640.00)	-	-	(7,640.00)	100.00%	-	-	
XX-10	6" DR 18 C900 WATERLINE	820.0	LF	(28.20)	(23,124.00)	820.00	(23,124.00)	-	-	(23,124.00)	100.00%	-	-	
XX-11	FIRE HYDRANT ASSY	1.0	EA	(5,835.00)	(5,835.00)	1.00	(5,835.00)	-	-	(5,835.00)	100.00%	-	-	
XX-12	SINGLE WATER SERVICE	10.0	EA	(1,020.00)	(10,200.00)	10.00	(10,200.00)	-	-	(10,200.00)	100.00%	-	-	
XX-13	DOUBLE WATER SERVICE	13.0	EA	(1,160.00)	(15,080.00)	13.00	(15,080.00)	-	-	(15,080.00)	100.00%	-	-	
XX-14	TESTING AND BACTS	1.0	EA	(2,400.00)	(2,400.00)	1.00	(2,400.00)	-	-	(2,400.00)	100.00%	-	-	
	SUBTOTAL				(150,000.00)		(150,000.00)			(150,000.00)				
	THE HAMMOCKS AT WESTPORT - POD H3 - TOTAL				1,264,718.19		1,264,718.19			1,264,718.19				
	THE PALMS AT WESTPORT POD C PH2													
I	ROADWAY, CURB & SIDEWALK													
I-1	MOBILIZATION	1	EA	10,600.00	10,600.00	1.00	10,600.00	-	-	10,600.00	100.00%	-	1,060.00	
I-2	1" ASPHALTIC CONCRETE (TYPE S-III) - 1ST LIFT	8,391	SY	6.90	57,897.90	-	-	-	-	-	-	57,897.90	-	
I-3	1" ASPHALTIC CONCRETE (TYPE S-III) - 2ND LIFT	8,391	SY	6.90	57,897.90	-	-	-	-	-	-	57,897.90	-	
I-4	6" LIMEROCK BASE (COMPACTED AND PRIMED)	8,391	SY	10.40	87,266.40	-	-	8.39	-	87,266.40	100.00%	-	8,726.64	
I-5	12" STABILIZED SUBGRADE	9,888	SY	3.60	35,596.80	9,888.00	35,596.80	-	-	35,596.80	100.00%	-	3,559.68	
I-6	20" VALLEY GUTTER	6,737	LF	12.15	81,854.55	6,737.00	81,854.55	-	-	81,854.55	100.00%	-	8,185.46	

CONTINUATION

AIA Document G702, APPLICANT'S CERTIFICATION, containing Contractor's signed certification. In tabulations below, amounts are in thousands of dollars unless otherwise indicated. Use Column I on Contracts where applicable.

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT				WORK COMPLETED		
		QTY	UNIT	UNIT PRICE	VALUE	FROM PREVIOUS APP.		TOTAL
						QTY	VALUE	
I-7	IMPORT FILL	69,000	CY	19.60	1,352,400.00	10,176.00	199,449.60	2,230.00
I-8	FILL BALANCE LOT	1	LS	123,188.00	123,188.00	1.00	123,188.00	-
I-9	ROUGH GRADE - B/A	1	LS	26,000.00	26,000.00	1.00	26,000.00	-
I-10	FINAL GRADE ROW	1	LS	35,400.00	35,400.00	0.25	8,850.00	0.35
I-11	SOD 2' STRIP BOC, P	68,700	SF	0.32	21,984.00	-	-	-
I-12	HAY, SEED AND MULCH	18	AC	1,340.00	24,120.00	-	-	-
I-13	SIGNAGE AND MARKING	1	LS	2,200.00	2,200.00	-	-	-
I-14	NPDES MONITORING	1	EA	6,000.00	6,000.00	0.60	3,600.00	-
	SUBTOTAL				1,922,405.55		489,138.95	
II SANITARY SEWER								
II-1	TIE INTO EXISTING	3	EA	5,600.00	16,800.00	3.00	16,800.00	-
II-2	TIE INTO EXISTING	1	EA	9,600.00	9,600.00	1.00	9,600.00	-
II-3	SANITARY MANHOLE	6	EA	7,800.00	46,800.00	6.00	46,800.00	-
II-4	SANITARY MANHOLE	2	EA	10,026.00	20,052.00	2.00	20,052.00	-
II-5	8" SDR 26 (6-8)	1,309	LF	48.66	63,695.94	1,309.00	63,695.94	-
II-6	8" SDR 26 (8-10)	490	LF	57.80	28,322.00	490.00	28,322.00	-
II-7	8" SDR 26 (10-12)	219	EA	66.96	14,664.24	219.00	14,664.24	-
II-8	8" SDR 26 (12-14)	152	EA	79.50	12,084.00	152.00	12,084.00	-
II-9	8" SDR 26 (14-16)	98	LS	92.75	9,089.50	98.00	9,089.50	-
II-10	8" SDR 26 (16-18)	95	EA	116.00	11,020.00	95.00	11,020.00	-
II-11	SINGLE SEWER SERVICE	3	EA	1,102.00	3,306.00	3.00	3,306.00	-
II-12	DOUBLE SEWER SERVICE	56	EA	1,196.00	66,976.00	56.00	66,976.00	-
II-13	TESTING AND TV SURVEY	1	EA	8,400.00	8,400.00	1.00	8,400.00	-
	SUBTOTAL				310,809.68			
III POTABLE WATER								
III-1	TIE INTO EXISTING		EA	3,400.00	20,400.00			
III-2	TIE INTO EXISTING		EA	4,600.00				
III-3	8" DR 18 C900 WL		LF	40.30				
III-4	6" DR 18 C900 WL		LF	28.20				
III-5	4" DR 18 C900 WL		LF	26.00				
III-6	8" DIP WATERLINE		LF	66.00				
III-7	8" VERTICAL DEFLECTOR		EA	3,600.00				
III-8	FIRE HYDRANT ASSY		EA	2,334.00				
III-9	TEMP BO ASSY		EA	420.00				
III-10	PERM BO ASSY		EA	520.00				
III-11	SINGLE WATER SERVICE		EA	3,366.00				
III-12	DOUBLE WATER SERVICE		EA	4,640.00				
III-13	TESTING, BACTS, F		EA	896.00				
	SUBTOTAL				263,949.20			
IV DRAINAGE								
IV-1	12" ADS		EA	8,076.99				
IV-2	15" RCP		EA	949.49				
IV-3	18" RCP		EA	2,318.43				
IV-4	24" RCP		EA	7,069.11				
IV-5	30" RCP		EA	4,290.00				
IV-6	36" RCP		EA	5,621.00				
IV-7	42" RCP		EA	7,042.20				
IV-8	48" RCP		EA	3,141.40				
IV-9	34 X 53 ERCP		EA	768.00				

03

APPLICATION NO: 14
 APPLICATION DATE: 2/6/2023
 PERIOD TO: 1/31/2022
 PROJECT: WEST PORT POD H3
 THE HAMMOCKS

TOTAL COMPLETED TO DATE	% COMPLETE TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
243,157.60	17.98%	1,109,242.40	24,315.76
123,188.00	100.00%	-	12,318.80
26,000.00	100.00%	-	2,600.00
21,240.00	60.00%	14,160.00	2,124.00
-	-	21,984.00	-
-	-	24,120.00	-
-	-	2,200.00	-
3,600.00	60.00%	2,400.00	360.00
632,503.35		1,289,902.20	63,250.34
16,800.00	100.00%	-	1,680.00
9,600.00	100.00%	-	960.00
46,800.00	100.00%	-	4,680.00
20,052.00	100.00%	-	2,005.20
63,695.94	100.00%	-	6,369.59
28,322.00	100.00%	-	2,832.20
14,664.24	100.00%	-	1,466.42
12,084.00	100.00%	-	1,208.40
9,089.50	100.00%	-	908.95
11,020.00	100.00%	-	1,102.00
3,306.00	100.00%	-	330.60
66,976.00	100.00%	-	6,697.60
8,400.00	100.00%	-	840.00
310,809.68	100.00%	-	31,080.97
20,400.00	100.00%	-	2,040.00
4,600.00	100.00%	-	460.00
45,136.00	100.00%	-	4,513.60
45,853.20	100.00%	-	4,585.32
11,440.00	100.00%	-	1,144.00
3,960.00	100.00%	-	396.00
10,800.00	100.00%	-	1,080.00
23,340.00	100.00%	-	2,334.00
4,200.00	100.00%	-	420.00
5,200.00	100.00%	-	520.00
33,660.00	100.00%	-	3,366.00
46,400.00	100.00%	-	4,640.00
8,960.00	100.00%	-	896.00
263,949.20	100.00%	-	26,394.92
80,769.90	100.00%	-	8,076.99
949.49	100.00%	-	949.49
23,184.30	100.00%	-	2,318.43
70,691.08	100.00%	-	7,069.11
42,900.00	100.00%	-	4,290.00
56,210.00	100.00%	-	5,621.00
70,422.00	100.00%	-	7,042.20
31,414.00	100.00%	-	3,141.40
768.00	100.00%	-	768.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION FOR CERTIFICATION FOR PAYMENT, is hereby incorporated by reference into this Contract. The Contractor's signed certification of payment is required for payment. In tabulations below, amounts are rounded to the nearest dollar. Use Column I on Contracts where retainage for line items may apply.

APPLICATION NO: 14
 APPLICATION DATE: 2/6/2023
 PERIOD TO: 1/31/2022
 PROJECT: WEST PORT POD H3
 THE HAMMOCKS

ITEM NO.	DESCRIPTION OF WORK	UNIT	UNIT PRICE	VALUE	WORK COMPLETED				TOTAL COMPLETED TO DATE	% COMPLETE TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
					FROM PREVIOUS APP.		THIS PERIOD					
					QTY	VALUE	QTY	VALUE				
IV-10	TIE INTO EXISTING	EA	2,850.00	17,100.00	6.00	17,100.00	-	-	17,100.00	100.00%	-	1,710.00
IV-11	YARD DRAINS	EA	1,600.00	12,800.00	8.00	12,800.00	-	-	12,800.00	100.00%	-	1,280.00
IV-12	24" PIPE ENDS	EA	4,585.00	4,585.00	1.00	4,585.00	-	-	4,585.00	100.00%	-	458.50
IV-13	30" PIPE ENDS	EA	4,800.00	4,800.00	1.00	4,800.00	-	-	4,800.00	100.00%	-	480.00
IV-14	36" PIPE ENDS	EA	5,200.00	5,200.00	1.00	5,200.00	-	-	5,200.00	100.00%	-	520.00
IV-15	42" PIPE ENDS	EA	5,600.00	5,600.00	1.00	5,600.00	-	-	5,600.00	100.00%	-	560.00
IV-16	TYPE C INLET W 66" DUCT	EA	6,500.00	26,000.00	4.00	26,000.00	-	-	26,000.00	100.00%	-	2,600.00
IV-17	VALLEY GUTTER INSTALLATION	EA	5,985.00	83,790.00	14.00	83,790.00	-	-	83,790.00	100.00%	-	8,379.00
IV-18	CONTROL STRUCTURE	EA	10,406.00	10,406.00	0.25	2,601.50	-	-	2,601.50	25.00%	7,804.50	260.15
SUBTOTAL				563,047.16	555,242.66	-	-	555,242.66	-	7,804.50	55,524.27	
THE PALMS AT WESTPORT POD C PH2 - TOTAL				3,060,211.59	1,617,440.49	145,064.40	1,762,504.89	-	1,297,706.70	176,250.49		
PROJECT TOTAL				4,324,929.78	2,882,158.68	145,064.40	3,027,223.08	-	1,297,706.70	176,250.49		

Users may obtain validation of this document by requesting of the contractor a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL WAIVER AND RELEASE OF LIEN

KL West Port LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 130,557.96 paid by KL West Port LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as The Palms at Westport Pod C – Phase 2 according to the plat thereof on file in the office of the Clerk of the Court in and for Charlotte County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 7__ day of February 2023

STARK SULLEN GRADING, INC.

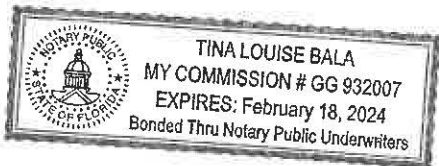
BY: [Signature]

PRINT: Stark Sullen

TITLE: President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing was acknowledged before me by [] physical presence or [] online notarization this 7th day of February 2023, by Stark Sullen as President of Stark Sullen Grading S Corporation, for and on behalf of the corporation. He/She is personally known to me or [] has produced a driver license as identification and did/did not take an oath.



NOTARY PUBLIC

BY: Tina Louise Bala

PRINT: Tina Louise Bala

COMMISSION #: GG 932007

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

March 15, 2023

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

Re: Letter Agreement for Acquisition of Palms at West Port IA Improvements

Dear Craig,

Pursuant to certain acquisition agreements ("**Acquisition Agreement**"), by and between the West Port Community Development District ("**District**") and KL West Port LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage), and Developer agrees to ensure that all punch lists and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the County.


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

Agreed to by:

Sincerely,

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

KL WEST PORT LLC


Name: Candice Smith
Title: Chairman



Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

EXHIBIT A

Description of Palms at West Port IA Improvements

Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon those rights-of-way designated as Tract R-1 (West Palms Drive), Tract R-2 (West Port Drive), Tract R-3 (West Palms Drive and Queen Palm Drive), Tract R-4 (Lady Palm Drive) and Tract R-5 (West Palms Drive), as identified in the plat known as *Palms at West Port IA*, as recorded at Plat Book 25, Pages 20A – 20G, of the Official Records of Charlotte County, Florida.

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract R-1 (West Palms Drive), Tract R-2 (West Port Drive), Tract R-3 (West Palms Drive and Queen Palm Drive), Tract R-4 (Lady Palm Drive), Tract R-5 (Portion of West Palms Drive), and all “Utility Easements,” each as identified in the plat known as *Palms at West Port IA*, as recorded at Plat Book 25, Pages 20A – 20G, of the Official Records of Charlotte County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts G and H (CDD Drainage Area and Open Space/Access Area) and the “Drainage Easements” located within the area depicted below and further identified in the plat known as *Palms at West Port IA*, as recorded at Plat Book 25, Pages 20A – 20G, of the Official Records of Charlotte County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Restated Master Engineer’s Report and 2021 Supplemental Engineer’s Report (Assessment Area One – 2021 Project)*, dated May 7, 2021, as supplemented by the report entitled *2022 Supplemental Engineer’s Report (Assessment Area Three Project) (Assessment Area Four Project)*, dated June 12, 2022 and revised July 14, 2022.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$1,922,405.50	\$569,252.96	\$1,289,902.20	\$63,250.34
Wastewater	\$310,809.68	\$279,728.71	\$0.00	\$31,080.97
Potable Water	\$263,949.20	\$237,554.28	\$0.00	\$26,394.92
Stormwater	\$563,047.16	\$499,718.39	\$7,804.50	\$55,524.27
TOTAL:	\$3,060,211.54	\$1,586,254.34	\$1,297,706.70	\$176,250.50

**CORPORATE DECLARATION AND AGREEMENT
[PALMS AT WEST PORT IA IMPROVEMENTS]**

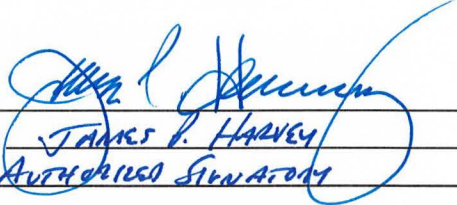
I, JAMES P. HARVEY, as AUTHORIZED SIGNATORY of KL West Port LLC, a Delaware limited liability company ("Developer"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is JAMES P. HARVEY, and I am AUTHORIZED SIGNATORY of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the West Port Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Restated Master Engineer's Report and 2021 Supplemental Engineer's Report (Assessment Area One – 2021 Project)*, dated May 7, 2021, as supplemented by the report entitled *2022 Supplemental Engineer's Report (Assessment Area Three Project) (Assessment Area Four Project)*, dated June 12, 2022 and revised July 14, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]


Executed this 15th day of MARCH, 2023.

KL WEST PORT LLC


Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of MARCH, 2023, by JAMES P. HARVEY as AUTHORIZED SIGNATORY of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA
Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

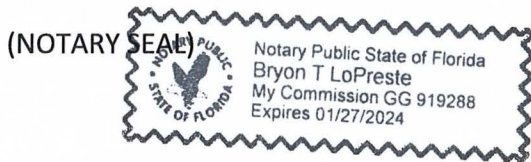


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TOTAL:	\$3,060,211.54	\$1,586,254.34	\$1,297,706.70	\$176,250.50

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PALMS AT WEST PORT IA IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 13 day of March, 2023, by **Stark Sullen Grading, Inc.**, a Florida corporation, with an address of 9890 Bayshore Road, North Fort Myers, Florida 33917 ("**Contractor**"), in favor of the **West Port Community Development District ("District")**, which is a local unit of special-purpose government situated in Charlotte County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain contract ("**Contract**") dated 10/09/2019 and between Contractor and KL West Port LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer intends to convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. CERTIFICATION. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$1,473,957.20 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

STARK SULLEN GRADING, INC.



By: Stark Sullen
Its: President

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of March, 2023, by Stark Sullen as President of Stark Sullen Grading Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tina Louise Bala
NOTARY PUBLIC, STATE OF FL

Name: Tina Louise Bala
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

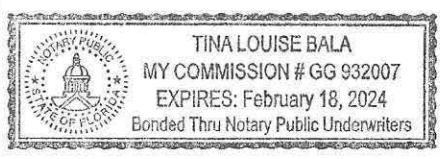


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Stormwater	\$563,047.16	\$499,718.39	\$7,804.50	\$55,524.27
TOTAL:	\$3,060,211.54	\$1,586,254.34	\$1,297,706.70	\$176,250.50

**DISTRICT ENGINEER'S CERTIFICATE
[PALMS AT WEST PORT IA IMPROVEMENTS]**

March 24, 2023

Board of Supervisors
West Port Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Morris Engineering & Consulting, LLC ("**District Engineer**"), as District Engineer for the West Port Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL West Port LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Restated Master Engineer's Report and 2021 Supplemental Engineer's Report (Assessment Area One – 2021 Project)*, dated May 7, 2021, as supplemented by the report entitled *2022 Supplemental Engineer's Report (Assessment Area Three Project) (Assessment Area Four Project)*, dated June 12, 2022 and revised July 14, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.

3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.


4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

MORRIS ENGINEERING & CONSULTING, LLC




MATTHEW J. MORRIS, P.E.
Florida Registration No. 68434
District Engineer

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of March, 2023, by Matthew J. Morris as District Engineer of Moms Eng Consulting LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida
Name: Mary M. Stephens
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Palms at West Port IA Improvements

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Restated Master Engineer’s Report and 2021 Supplemental Engineer’s Report (Assessment Area One – 2021 Project)*, dated May 7, 2021, as supplemented by the report entitled *2022 Supplemental Engineer’s Report (Assessment Area Three Project) (Assessment Area Four Project)*, dated June 12, 2022 and revised July 14, 2022.

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TOTAL:	\$3,060,211.54	\$1,586,254.34	\$1,297,706.70	\$176,250.50

BILL OF SALE AND LIMITED ASSIGNMENT
[PALMS AT WEST PORT IA IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 15th day of March, 2023, by and between **KL West Port LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **West Port Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

KL WEST PORT LLC



By: _____
Name: BARON WOODARD

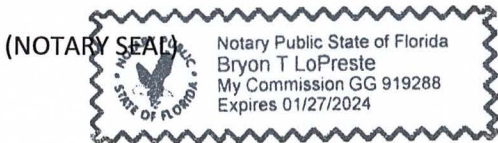
[Signature]
Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

By: [Signature]
Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of MARCH, 2023, by JAMES P. HARVEY as AUTHORIZED SIGNATORY of KL WEST PORT LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Palms at West Port IA Improvements

Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon those rights-of-way designated as Tract R-1 (West Palms Drive), Tract R-2 (West Port Drive), Tract R-3 (West Palms Drive and Queen Palm Drive), Tract R-4 (Lady Palm Drive) and Tract R-5 (West Palms Drive), as identified in the plat known as *Palms at West Port IA*, as recorded at Plat Book 25, Pages 20A – 20G, of the Official Records of Charlotte County, Florida.

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BILL OF SALE
[PALMS AT WEST PORT IA UTILITIES IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, hereinafter called "District", for and in consideration of the payment of the sum of ten dollars (\$10.00) by **CHARLOTTE COUNTY UTILITIES**, agency of Charlotte County, hereinafter referred to as "Utilities," the receipt of which is hereby acknowledged, and other good and valuable consideration, has remised, released and quit claim and by these presents does remise, release and quit claim unto the said Utilities, its successors and assigns, all those certain properties located in the County of Charlotte, State of Florida, more particularly described as follows:

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract R-1 (West Palms Drive), Tract R-2 (West Port Drive), Tract R-3 (West Palms Drive and Queen Palm Drive), Tract R-4 (Lady Palm Drive), Tract R-5 (Portion of West Palms Drive), and all "Utility Easements," each as identified in the plat known as *Palms at West Port IA*, as recorded at Plat Book 25, Pages 20A – 20G, of the Official Records of Charlotte County, Florida.

Exhibit A (Certification of Detailed Cost of Contributory Assets)

TOGETHER with all of the rights of the District arising out of any and all guarantees, performances bonds, contracts, and agreements of the District in connection with said water and/or sewer system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the District, and in connection with the property or properties herein described, as the same are now located, all such rights pertaining only to the property or properties herein described.

TO HAVE AND TO HOLD the same unto Utilities, its successors and assigns, forever.

And said District does for itself and its successors covenant to and with the said Utilities, its successors and assigns, that it is the lawful owner of the property herein described and that this property is free from all encumbrances or if encumbered District has properly notified the Utility of any encumbrance. District further covenants that they have the right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.


[CONTINUED ON FOLLOWING PAGE]


SIGNATURE PAGE TO BILL OF SALE
[PALMS AT WEST PORT IA ROADWAY AND UTILITIES IMPROVEMENTS]


IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this _____ day of _____, 2023.

WITNESSES

WEST PORT COMMUNITY DEVELOPMENT DISTRICT


By: 
Name: Alyssa Livingstone


Name: Candice Smith
Title: Chairman

By: 
Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of MARCH, 2023, by CANDICE SMITH as CHAIRMAN of WEST PORT CDA, who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA
Name: Bryon T. LoPreste

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

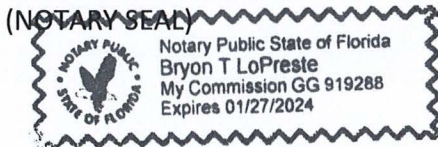


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WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

7



SOLAR LIGHTING AS A SERVICE AGREEMENT¹

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as May 8th, 2023, is by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), and West Port Community Development District (CDD) ("**Customer**," together with Company, the "**parties**") and provides as follows:

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain, for the term of this Agreement, the lighting equipment, together with accessories and attachments (collectively, "**Equipment**") at each Installation Site, as such Equipment and Installation Site² are identified in the scope of work attached as **Addendum A** ("**Scope of Work**") and incorporated hereto. 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**"). NOTE: Company represents that the Equipment has unique features and capabilities (e.g., modular flexibility and batteries that allow higher intensity lighting, solar modules that allow harvesting of energy from top and bottom of panel, 10-year warranty on battery, Smart City capabilities, etc.), and, as such, the lease/purchase of the Equipment is being conducted on a sole source basis.
2. PERMITS. Company shall be responsible for securing, at its own expense, all permits required to deploy and maintain the Equipment at the Installation Site (as defined in Addendum A or, as applicable, in a Work

¹ This Agreement supersedes and replaces all prior agreements between the parties related to the subject matter of this Agreement, and is intended to restate that prior Solar Lighting as a Services Agreement dated 8-30-21

² 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.

Order). Customer shall cooperate with, and assist where necessary, Company during the permitting process.

3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the scope of work described in the Scope of Work or Work Order, as applicable. 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 condition that existed prior to the Company's access.
4. PAYMENT. Customer shall make monthly payments ("**Monthly Payments**") on the schedule provided in the Scope of Work or Work Order, as applicable; provided however, as a point of clarification, that Monthly Payments shall only be made for Equipment once actually installed and operational. Monthly Payments will commence as to Equipment as soon such Equipment has been installed and is operational ("**Payment Start Date**"). At such time as any Equipment is installed and operational, Company shall provide notice to Customer, and Customer shall have the right to inspect such Equipment to confirm that it is operational for a period of 5 business days after receipt of the notice.
5. COMPANY INSURANCE. Company warrants and covenants that it shall maintain during the Equipment installation period, and in any period of time 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 required by applicable law. Company shall be responsible to the Customer for the acts and omissions of its employees and agents performing any of the work under this Agreement, and Company shall indemnify 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 employees or agents. Company 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 of 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 of prior written notice to Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain insurance at the following policy limits:

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- 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 subcontractors' operation.
- c. 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 the any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer, its staff, consultants, agents, and supervisors 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 of Florida.

6. CUSTOMER INSURANCE. Customer warrants that it has and covenants it shall maintain commercial insurance to protect against the risk of damage or loss. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any and all damage to the Equipment other than due to ordinary wear and tear (such damage other than wear and tear, an "**Externality**"), and shall continue to be obligated to make Monthly Payments irrespective of an Externality. Without limitation, the term "Externality" includes natural and manmade disaster, catastrophe, weather-related events, third-party negligence, mischief, vandalism, other intentional torts, and traffic accidents, in each case not caused by Company.
7. 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.
8. Company represents that upon installation the Equipment shall be new and consistent with Addendum A or, as applicable, the Work Order. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS 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 DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT"

AND "CUSTOMER REMEDIES" AND "ADDENDUM A."

9. ADDITIONAL SIGNATURES EFFORTS. Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement.

10. MAINTENANCE AND REPAIR. Company shall perform routine inspection of the Equipment at its own cost and expense and shall, also at its own cost and expense, promptly provide all required maintenance and repair (including paying for parts) of the Equipment on account of ordinary wear and tear. If the Equipment is disabled or inoperable for any reason or if Customer observes any damage to the Equipment, Customer shall promptly notify Company and provided Company shall repair such equipment within thirty (30) days, subject to the availability of parts, from the date of notice, Customer shall not engage or authorize any other party to touch, maintain, or repair the Equipment. Company shall make commercially reasonable efforts to promptly repair the Equipment. If Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise and for ongoing operation of the Equipment. Customer shall comply with all directions of Company concerning emergency repairs. As noted in Section 6, the cost and expense to repair damage due to any Externality shall be borne by Customer.

11. CUSTOMER ACCESS. Provided Company is in compliance with its obligations under this Agreement, Customer shall not touch or 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). In the event that Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise, and Company shall not be responsible for any loss resulting from Customer's failure to repair such Equipment properly.

12. LATE CHARGES. If the Customer fails to timely make payment of any Monthly Payment, then the Company shall be entitled to applicable interest pursuant to the provisions of Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.
13. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the Payment Schedule as set forth in the Addendum or Work Order, as applicable. Neither party has the right or option to terminate this Agreement prior to its expiration except as otherwise explicitly provided in this Agreement.
14. DEFAULT. Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer make any Contract Payment when and as due under this Agreement herein; and (b) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.
15. CUSTOMER REMEDIES. In the event Company defaults under this Agreement, Customer shall, within 14 calendar days of becoming aware of a default, provide written demand upon Company to cure that default within 30 calendar days of Company's receipt of the written demand to cure ("**Company Cure Period**"). If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional Monthly Payment(s) until the default is cured; (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party as a result of a breach; or (iii) cancel or terminate this Agreement.

16. COMPANY REMEDIES.

- a. In the event Customer defaults under this Agreement, Company shall, within 14 calendar days of learning of the default, provide written demand upon Customer to cure each 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 Company 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.

In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may do one or more of the following: (i) cancel or terminate this Agreement; (ii) if the Agreement has not yet reached its sixth 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: the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the sixth-year anniversary of this Agreement - using a discount rate of 4% *plus* the reasonable cost of removing the Equipment, but subject to any offsets that the Customer may have ("**Accelerated Payment**"); (iii) if the Agreement has reached its sixth anniversary, treat the breach as an exercise of Customer's option to purchase the Equipment under Section 20; and (iv) pursue all other rights and remedies available at law or in equity. The Company, except as provided in the following sentence, waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Company or any third party as a result of a breach. If Customer does not pay Company in full pursuant to this paragraph within 30 days of the expiration of the Customer Cure Period, then COMPANY may remove the Equipment and sell it in a commercially reasonable manner, in which case its damages shall equal the

difference between the price it actually sells the Equipment for and its Fair Market Value (as defined below). In all circumstances, (a) interest shall accrue on the amount owed at 18% per annum, compounding monthly, from the date the Customer defaults until paid; and (b) Customer shall be liable for Company's reasonable attorneys' fees.

17. 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 lessee 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 hereof 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. Company agrees, from time to time and provided it is true at the time, within ten (10) days after request from Customer, to execute and deliver to Customer, an estoppel certification confirming that this Agreement is in full force and effect, that Customer 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 Customer.
- f. In addition to the provisions in Section 17 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of Section 18), 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, attachments, and proceeds). 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.

18. 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.

19. ASSIGNMENT OF AGREEMENT. Customer and Company may each sell, assign all its rights and delegate all its duties (collectively, such assignment and delegation, an "**Assign**") under this Agreement as follows:

- a. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Customer to a homeowner's association serving the community.
- b. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Customer to a homeowner's association serving the community.
- c. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Company to any third party.
- d. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Company to any third party.
- e. In the event of an Assign, the assigning and delegating party will

notify the other party, and the other party hereby agrees that the third party to who the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has under this Agreement.

20. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for Fair Market Value, , plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option, on any anniversary on or after the sixth-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 seven months prior, and no later than six months prior, to such anniversary. "**Fair Market Value**" (defined as in use and in place) shall be determined by an independent appraiser as agreed to jointly by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, 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 Company is the lawful owner of the Equipment. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever. Upon the transfer of the Equipment to Customer, this Agreement shall terminate.

21. RIGHT OF WAY.

- a. All Equipment will be installed in public utility easements or public right-of-way's.
- 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 provides Company a license to the Installation Site to install, operate, test, repair, maintain, and, to the extent applicable, replace, or remove, the Equipment. 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 possess 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.

22. DATA COLLECTION. Subject to Florida's Public Records laws, Chapter 119, Florida Statutes, any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23. 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 email) 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:

- csmith@kolter.com
- suitk@whhassociates.com

b. Notices to Company:

- joel.brayman@recoveredenergytechnologies.com
- Brad.carlson@recoveredenergytechnologies.com

24. 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.

25. 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 the Agreement of 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.
26. COUNTERPARTS. This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
27. BINDING EFFECT. This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assignees.
28. 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.

29. 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.
30. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, nothing herein 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.
31. PUBLIC ENTITY CRIMES. The 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.
32. 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 certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Agreement in full force and effect, that it has 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.
33. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by the laws of the State of Florida and any suits pertaining to this Agreement shall be brought in the jurisdiction wherein the Equipment 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.

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

[Addenda Follow]

Addendum A - Scope of Work

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as of May 8th, 2023, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), West Port Community Development District ("**Customer**"). This Addendum A is also executed as of part of West Port CDD LSA and is not intended to be a stand-alone document. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about the initial 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 Work Order 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).

1. EQUIPMENT. In accordance with the Photometric and Autonomy Studies previously provided to and approved by Customer, attached to this Addendum A as **Exhibit 1**, the Company shall install and maintain the initial Equipment, which shall consist of:

225 solar lights each a RET ON40 34-Watt high performance solar light, and each approx. 18 ft above grade, with each located throughout Customer's site ("**Installation Site**"), as set forth in the design attached as **Exhibit 2**.

2. LOCATION OF EQUIPMENT: Customer shall stake the locations of Equipment on roadways and/or commercial property 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 Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer.

3. 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. Any and 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 furnishing design, installation, operation, maintenance or removal of Equipment. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties.
4. WARRANTIES. Company warrants that the Equipment will light the prescribed areas to a strength of at least 80% of the lumens stated in Exhibit 1.
5. PAYMENT SCHEDULE. Customer agrees to pay Company the sums per month outlined in Table A below. Payments commence on the Payment Start Date and shall continue for 240 months.

Table A

Hammocks

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Hammocks	1	33	18	ON40		\$ 55.00	\$ 1,815.00	\$ 21,780.00
Hammocks	2	28	18	ON40		\$ 55.00	\$ 1,540.00	\$ 18,480.00
Hammocks	3	23	18	ON40		\$ 55.00	\$ 1,265.00	\$ 15,180.00
Hammocks	4	17	18	ON40		\$ 55.00	\$ 935.00	\$ 11,220.00
Hammocks		2	18	ON40	Bus stop & Mail box	\$ 55.00	\$ 110.00	\$ 1,320.00
		103					\$ 5,665.00	\$ 67,980.00

Isles

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Isles	1	15	18	ON40		\$ 55.00	\$ 825.00	\$ 9,900.00
Isles	2	10	18	ON40		\$ 55.00	\$ 550.00	\$ 6,600.00
-		2	18	ON40	Bus Stop & Mail Box	\$ 55.00	\$ 110.00	\$ 1,320.00
		27					\$ 1,485.00	\$ 17,820.00

Palm

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Palms	1	60	18	ON40		\$ 55.00	\$ 3,300.00	\$ 39,600.00
-		2	18	ON40	Bus stop & Mail box	\$ 55.00	\$ 110.00	\$ 1,320.00
		62					\$ 3,410.00	\$ 40,920.00

Landing

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
Landing	1	31	18	ON40		\$ 55.00	\$ 1,705.00	\$ 20,460.00
-		2	18	ON40	Bus stop & Mail box	\$ 55.00	\$ 110.00	\$ 1,320.00
		33					\$ 1,815.00	\$ 21,780.00

The monthly cost per pole includes real-time, cloud-based monitoring and a community dashboard.

The Monthly Payment will escalate by 5% escalator at the commencement of the 73rd month and another 5% at the commencement of the 145th month.

Customer agrees to deposit with Company, the additional sum of \$25,000 which represents approximately two months of service under this Agreement.

6. 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 following mutually

agreed upon schedule (the "**Delivery Schedule**"; which will be updated and reviewed weekly). If the Equipment is not installed in accordance with the Delivery Schedule, Company shall have 30 days to catch up or propose a new delivery schedule. If Company has not caught up with the Delivery Schedule and Customer has not agreed to Company's proposed revised delivery schedule, Customer may cancel that Equipment which has not yet been installed and Customer's obligations under this Agreement shall be reduced proportionately.

Deployment of lights to commence July 5th, 2023, and to be completed with 45-90 days.

7. Force Majeure. 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, 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 for a period of 90 days following written notice given by it under this Section, Customer may

thereafter terminate cancel its order for any Equipment that has not yet been installed, and the economics of this Agreement shall be reduced proportionally to reflect the reduced number of light poles.

EXHIBIT 1
TO ADDENDUM A – SCOPE OF WORK

Number of lights: 225
Light Temperature (Color): 4,000 Kelvins
Motion Sensor: Yes
Light Head: Kolter Bell Head
Fixture Color: Dark Bronze (RAL 8019)
Arm: Goose Neck
Pole Type: Composite or Aluminum Direct Burial
Pole Color: Dark Bronze (RAL 8019)
Pole Base: Washington or Maryland



EXHIBIT 2
TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP


A complete set of Photometrics is available and should be downloaded from the following link.

<https://ln5.sync.com/dl/841863dc0/ebnud8he-hr8fhen2-vuu33b3s-nh4fe6su>

[SIGNATURE PAGE SOLAR LIGHTING AGREEMENT]

SIGNED,

Recovered Energy Technologies USA Inc

By: 

Joel Brayman

Managing Director

Date:  8th 20



West Port Community Development District (CDD)

By: _____

Printed Name: _____

Position: _____

Date: _____



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

8

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. West Port Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$295
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____



By: _____

Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE REGARDING THE USE OF DISTRICT PROPERTY; PROVIDING TRESPASS ENFORCEMENT AUTHORITY; AUTHORIZING THE ISSUANCE OF A LETTER REGARDING THE SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the District owns certain real property, including but not limited to stormwater retention ponds comprising a portion of the District's stormwater management system ("**Stormwater Management System**"), conservation and mitigation areas, common areas and open spaces (collectively, "**District Property**");

WHEREAS, the Stormwater Management System primarily serves to facilitate the treatment and attenuation of stormwater run-off and overflow, and District Property is not intended or maintained for recreational activities;

WHEREAS, the District desires to adopt a formal Rule regarding the use of the District Property (the "**Rule**");

WHEREAS, the District determines that the Rule is in the best interests of the District to protect the health, safety and welfare of persons present on District Property; and

WHEREAS, the District desires to secure the assistance of the Charlotte County Sheriff's Office or such other law enforcement agencies as may be available, to prevent trespassing on District Property in contravention of the Rule.

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

1. ADOPTION OF RULE REGARDING USE OF DISTRICT PROPERTY. The Board hereby adopts the Rule attached hereto as **Exhibit 1** prohibiting recreational and other activities on District Property, including but not limited to fishing, boating or any other watercraft use, wading or swimming, and the use of unauthorized vehicles.

2. AUTHORITY REGARDING ENFORCEMENT OF TRESPASS LAWS; FORM OF TRESPASS LETTER. The Board hereby acknowledges that District Staff, including the District’s Manager and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District’s rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law. In addition, the Board hereby authorizes the District Manager to issue to District’s residents and to the Charlotte County Sherriff’s Office a copy of this resolution and the attached trespass letter – substantially in the form attached as **Exhibit 2** – providing authorization with respect to the enforcement of trespass laws as they relate to the District’s prohibition of activities within the District Property.

3. GENERAL AUTHORIZATION. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

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

5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the West Port Community Development District.

PASSED AND ADOPTED on the 9th day of May, 2023.

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT 1: Rule Regarding Use of District Property
EXHIBIT 2: Letter Regarding Trespass Enforcement

EXHIBIT 1

In accordance with Chapters 190 and 120, *Florida Statutes*, and on _____, 2023, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the West Port Community Development District adopted the following Rule regarding use of District Property. All prior policies of the District governing this subject matter are hereby rescinded.

RULE REGARDING USE OF DISTRICT PROPERTY AND TRESPASS AUTHORIZATION

Introduction

1. The West Port Community Development District (the “**District**”) owns certain real property, including but not limited to stormwater retention ponds (“**Ponds**”) comprising a portion of the District’s stormwater management system (“**Stormwater Management System**”), conservation and mitigation areas, common areas and open spaces (“**District Property**”).
2. The Ponds, as identified in **Attachment A** attached hereto, are components of the Stormwater Management System and are designed to function as retention ponds to facilitate the District’s treatment of stormwater run-off and overflow. As a result, contaminants may be present in the water. The Stormwater Management System is not intended or maintained for recreational purposes.
3. The District’s conservation and mitigation areas, common areas and open spaces are not intended or maintained for recreational use by motorized vehicles.
4. Nothing herein shall prohibit or limit the District’s ability to operate and maintain District Property consistent with the requirements of the applicable permits and approvals, and applicable law.
5. The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Property.

Use of District’s Stormwater Management System

1. Fishing, swimming or wading, boating or use of other watercrafts (whether motorized or non-motorized), or other recreational activities in the Stormwater Management System by any person is prohibited.
2. Pets are not allowed in the Stormwater Management System.
3. No docks or other structures, whether permanent or temporary, may be constructed and placed in or around the Stormwater Management System unless properly permitted and approved by the District and other applicable governmental agencies.
4. No foreign materials may be disposed of in the Stormwater Management System, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the system.
5. Any hazardous condition concerning the Stormwater Management System must immediately be reported to the District Manager and the proper authorities.
6. Property owners and residents are responsible for their tenants’, guests’ and invitees’ adherence to these policies.

Unauthorized Vehicle Use on District Property

1. The District prohibits the use of unauthorized vehicles on District Property.

Trespass Authorization

1. District Staff, including the District's and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District's rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law.
2. In addition, the District Manager is authorized to issue to the District's residents and to the Charlotte County Sherriff's Office a trespass letter, providing authorization with respect to the enforcement of trespass laws as they relate to the District's prohibition of activities within the Stormwater Management System or on District Property.

Additional Enforcement; Penalties/Fines

For any violation of this Rule, and pursuant to Sections 190.012(3), 120.69, F.S., the District shall have the right to impose a fine of up to the amount of \$1,000 per violation and collect such fine and attorney's fees as provided pursuant to Florida law.

Severability

If any section, paragraph, clause or provision of this Rule shall be held to be invalid or ineffective for any reason, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

ATTACHMENT A: MAP OF DISTRICT STORMWATER PONDS

EXHIBIT 2

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Office: 561-571-0010

_____, 2023

Charlotte County Sheriff's Office
7474 Utilities Road
Punta Gorda, Florida 33982

Re: West Port Community Development District Authorization for
Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the West Port Community Development District (the "District") and am authorized to issue this letter on behalf of the District. Pursuant to District Resolution 2023-____, a copy of which is enclosed with this letter, please be advised that:

1. The District's policies forbid recreational and other activities on District property, including but not limited to fishing, swimming and boating on the stormwater retention ponds and the use of unauthorized vehicles on District property; and
2. The District hereby authorizes any law enforcement officer to order trespassers to leave the District's property for violation of the District's Rule (as stated in Item 1 above), and to otherwise enforce the provisions of Sections 810.08 and 810.09, *Florida Statutes*, and any other applicable law against any such trespassers; and
3. The following are authorized to contact law enforcement officers in Charlotte County, Florida and provide this written authorization to law enforcement officers for the purpose of enforcing the District's Rule (as stated in Item 1 above) and Florida law: (a) Kristen Suit, the District's Manager, with Wrathell, Hunt and Associates, LLC; and (b) any of the staff or representatives of the District Manager; and
4. The Board of Supervisors and staff of the West Port Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions regarding this authorization, please contact me at (561)571-0010.

Sincerely,

Kristen Suit
District Manager

Enclosure A: Resolution 2023-__ (with attachments)

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2023-08

[RESOLUTION SETTING HEARING ON DISTRICT PROPERTY USAGE/TRESPASS RULE]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING A RULE REGARDING DISTRICT PROPERTY AND TRESPASS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Sections 190.011(5), and 190.012(3), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt a rule regarding District property use and trespass, as set forth in **Exhibit A**.

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 a rule of the District, as described in **Exhibit A**, on _____, at _____ a.m./p.m., at _____.

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 9th day of May, 2023.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11A

Sun Newspapers
 Legal Advertising
 23170 Harborview Rd
 Port Charlotte, FL 33980

03/29/23

**NOTICE OF RULE
 DEVELOPMENT BY
 WEST PORT COMMUNITY
 DEVELOPMENT DISTRICT**

Phone:(941) 206-1025 Fax:(941) 429-3111 Email:legals@yoursun.com

In accordance with Chapters 120 and 190, Florida Statutes, the West Port Community Development District ("District") hereby gives notice of its intent to develop rules related to overnight parking and parking enforcement. The purpose and effect of these rules are to provide for efficient and effective operations of the District as provided by Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. A public hearing will be conducted by the District on May 9, 2023, at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953. A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010.
 District Manager
 Publish: 04/06/23
 426749 3887096

Acct#: 426749	Date: 03/29/23
DAPHNE GILLYARD WEST PORT COMMUNITY DEVELOPMENT DIST 2300 GLADES ROAD STE 410W BOCA RATON, FL 33431 Telephone: (561) 571-0010	Ad Date: 04/06/23
	Class: 3138
	Ad ID: 3887096
	Ad Taker: MPRESCOTT
	Sales Person: 200
	Words: 157
	Lines: 39
	Agate Lines: 44
	Depth: 4.611
	Inserts: 1
Description: Rule Development	

Other Charges:	\$0.00	Gross:	\$55.77
Discount:	\$0.00	Paid Amount:	- \$0.00
Surcharge:	\$0.00	Amount Due:	\$55.77
Credits:	\$0.00		
Bill Depth:	4.611		

Publication	Start	Stop	Inserts	Cost
Charlotte Sun (CS)	04/06/23	04/06/23	1	\$55.77

Ad Note:

Customer Note:

We Appreciate Your Business!
Thank You DAPHNE GILLYARD!

Sun Newspapers
Legal Advertising
23170 Harborview Rd
Port Charlotte, FL 33980

03/29/23

**NOTICE OF RULEMAKING
FOR PARKING AND PARKING
ENFORCEMENT BY
WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Phone:(941) 206-1025 Fax:(941) 429-3111 Email:legals@yoursun.com

A public hearing will be conducted by the Board of Supervisors ("Board") of the West Port Community Development District ("District") on May 9, 2023, at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

Acct#: 426749	Date: 03/29/23
	Ad Date: 04/07/23
	Class: 3138
	Ad ID: 3887097
DAPHNE GILLYARD	Ad Taker: MPRESCOTT
WEST PORT COMMUNITY DEVELOPMENT DIST	Sales Person: 200
2300 GLADES ROAD STE 410W	Words: 437
BOCA RATON, FL 33431	Lines: 102
	Agate Lines: 114
Telephone: (561) 571-0010	Depth: 12.042
	Inserts: 1
	Description: Notice of

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rule Relating to Parking and Parking Enforcement ("Rule.") The public hearing will provide an opportunity for the public to address proposed rules for parking and parking enforcement.

Other Charges:	\$0.00	Gross:	\$145.86
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	12.042	Amount Due:	\$145.86

The proposed rules may be amended at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the Rule is to provide for efficient District operations as provided for in Section 190.035, Florida Statutes. A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010. Specific legal authority for the rule includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in The Daily Sun on April 6 2023.

Publication	Start	Stop	Inserts	Cost
Charlotte Sun (CS)	04/07/23	04/07/23	1	\$145.86

Ad Note:

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

Customer Note:

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors or staff may participate in the public hearing by speaker telephone.

*We Appreciate Your Business!
Thank You DAPHNE GILLYARD!*

Pursuant to provisions of the Americans with Disabilities Act,

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

11B

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of roadways, parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

WHEREAS, the District desires to adopt its *Rule Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of May, 2023.

ATTEST:

**WEST PORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

WEST PORT COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on May 9, 2023 at a duly noticed public meeting, the Board of Supervisors of the West Port Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property.

1. **INTRODUCTION.** This Rule authorizes parking in designated areas and the towing/removal of unauthorized vehicles and vessels parked on certain West Port Community Development District (“**District**”) property designated as a “**Tow-Away Zone**,” which areas are identified as District Roadways.

2. **DEFINITIONS.**
 - a. **Vehicle.** Any mobile item which normally uses wheels, whether motorized or not.

 - b. **Vessel.** Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

 - c. **Parked.** A vehicle or vessel left unattended by its owner or user.

 - d. **Tow-Away Zone.** District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action

 - e. **District Roadways.** All District owned roadways within the District boundaries.

3. **DESIGNATED PARKING AREAS.** Vehicles and vessels may be parked on District property as set forth below:
 - a. **DISTRICT ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Chapters 16 and 22, Charlotte County Code of Ordinances, for laws related to authorized and unauthorized parking of vehicles or vessels on District Roadways.

 - b. **DISTRICT COMMONS AREAS.** Vehicle parking is permitted for District staff, employees and vendors/consultants only, in relation to active projects or construction-related activities. No other parking is permitted in these areas at any time.

4. ESTABLISHMENT OF TOW-AWAY ZONES.

- a. **DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section 3 herein, either entirely or during specific hours, including all District Roadways, is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which such parking is prohibited.
- b. **DISTRICT ROADWAYS.** In the event that residents or guests are parking on District or County roadways in contravention of state law and/or local ordinances, the District Manager shall contact the Charlotte County Sheriff's Office to enforce such parking regulations.

5. EXCEPTIONS.

- a. **VENDORS/CONTRACTORS.** The District Manager may authorize vendors/consultants in writing to park company vehicles without charge and in order to facilitate District business. All vehicles so authorized must be identified by a vendor window pass, or have company vehicle signage clearly visible.

6. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section 4 herein, and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.
- b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager must verify that the subject vehicle or vessel was not authorized to park under this rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.

7. PARKING AT YOUR OWN RISK. Vehicles or vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or vehicles or vessels.

Specific Authority: § 120.54, 190.011(5), and 190.041, *Florida Statutes*.

Effective date: May 9, 2023

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Special Revenue Fund	Special Revenue Fund Line of Credit	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Debt Service Fund Series 2022	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS												
Cash	\$ 563,688	\$ -	2,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,158
Investments												
Revenue	-	-	-	404,027	60,356	282,710	55,200	-	-	-	-	802,293
Reserve	-	-	-	195,262	197,703	270,182	80,545	-	-	-	-	743,692
Construction	-	-	-	-	-	-	-	32,712	6	-	887	33,605
Construction - townhomes	-	-	-	-	-	-	-	-	-	146	-	146
Construction - single family	-	-	-	-	-	-	-	-	-	645,678	-	645,678
Cost of issuance	-	-	-	5,876	10,219	10,217	10,185	-	-	-	-	36,497
Capitalized interest	-	-	-	-	-	-	131	-	-	-	-	131
Interest	-	-	-	50	10	-	-	-	-	-	-	60
Sinking	-	-	-	4	-	5	-	-	-	-	-	9
Undeposited funds	14,177	-	-	-	43,497	-	-	-	-	-	-	57,674
Accounts receivable - impact fees	-	-	-	-	-	-	-	-	-	22,955	-	22,955
Due from special revenue fund	51,933	-	-	-	-	-	-	-	-	-	-	51,933
Due from KL West Port	19,675	-	-	112,532	-	418,500	31,815	-	-	-	-	582,522
Due from Forestar	14,448	-	-	-	202,470	-	-	-	-	-	-	216,918
Due from KL JAK WP	8,126	-	-	-	-	144,592	10,424	-	-	-	-	163,142
Due from line of credit	2,500	-	-	-	-	-	-	-	-	-	-	2,500
Due from general fund	-	262,239	-	-	-	-	-	-	-	6,495	-	268,734
Utility deposit	1,839	-	-	-	-	-	-	-	-	-	-	1,839
Total assets	\$ 676,386	\$262,239	\$ 2,470	\$ 717,751	\$ 514,255	\$ 1,126,206	\$ 188,300	\$ 32,712	\$ 6	\$ 675,274	\$ 887	\$ 4,196,486
LIABILITIES												
Liabilities:												
Accounts payable	4,712	1,700	-	-	-	-	-	-	-	-	-	6,412
Contracts payable	-	-	-	-	-	-	-	-	1,024,254	36,794	-	1,061,048
Retainage payable	-	-	-	-	-	-	-	40,978	-	487,453	-	528,431
Due to developer	-	-	-	8,061	-	-	-	-	-	120	-	8,181
Due to general fund	-	51,933	2,500	-	-	-	-	-	-	-	-	54,433
Due to special revenue fund	262,239	-	-	-	-	-	-	-	-	-	-	262,239
Due to capital projects fund	6,495	-	-	-	-	-	-	-	-	-	-	6,495
Due to other	-	-	-	-	-	-	-	-	-	4,164	-	4,164
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	-	-	-	15,000
Total liabilities	288,446	53,633	2,500	8,061	-	-	-	40,978	1,024,254	528,531	-	1,946,403
DEFERRED INFLOWS OF RESOURCES												
Unearned revenue	-	-	-	-	13,775	-	-	-	-	-	-	13,775
Deferred receipts	41,277	-	-	112,532	202,470	563,092	42,239	-	-	12,880	-	974,490
Total deferred inflows of resources	41,277	-	-	112,532	216,245	563,092	42,239	-	-	12,880	-	988,265
FUND BALANCES												
Committed												
Debt service	-	-	-	597,158	298,010	563,114	146,061	-	-	-	-	1,604,343
Capital projects	-	-	-	-	-	-	-	-	(1,024,248)	133,863	887	(889,498)
Unassigned	346,663	208,606	(30)	-	-	-	-	(8,266)	-	-	-	546,973
Total fund balances	346,663	208,606	(30)	597,158	298,010	563,114	146,061	(8,266)	(1,024,248)	133,863	887	1,261,818
Total liabilities, deferred inflows of resources and fund balances	\$ 676,386	\$262,239	\$ 2,470	\$ 717,751	\$ 514,255	\$ 1,126,206	\$ 188,300	\$ 32,712	\$ 6	\$ 675,274	\$ 887	\$ 4,196,486

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,424	\$ 491,630	\$ 515,405	95%
Landowner contribution - KL West Port	-	83,459	189,662	44%
Landowner contribution - Forestar	-	62,979	225,788	28%
Landowner contribution - KL JAX WP	-	34,472	36,126	95%
Lot closing	4,876	32,507	-	N/A
Total revenues	<u>7,300</u>	<u>705,047</u>	<u>966,981</u>	73%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	3,508	17,108	25,000	68%
Boundary amendment	22	377	-	N/A
Engineering	-	-	3,500	0%
Audit	-	-	9,500	0%
Arbitrage rebate calculation	-	500	2,500	20%
Dissemination agent	1,417	3,083	5,000	62%
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	-	-	5,500	0%
Trustee	3,500	7,000	17,500	40%
Telephone	17	100	200	50%
Postage	-	230	500	46%
Printing & binding	42	250	500	50%
Legal advertising	426	726	1,200	61%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	-	547	1,200	46%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Tax collector	48	9,833	10,738	92%
Total professional & administrative	<u>14,812</u>	<u>81,407</u>	<u>163,734</u>	50%

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Field operations (shared)				
Management	3,332	9,203	40,000	23%
Accounting	667	4,000	8,000	50%
Stormwater management				
Lake maintenance	6,424	19,272	21,315	90%
Preserve maintenance	-	-	3,150	0%
Streetlighting	10,548	21,827	122,724	18%
Irrigation supply				
Maintenance contract	-	3,686	3,150	117%
Electricity	3,272	38,645	12,600	307%
Repairs and maintenance	-	-	2,625	0%
Effluent	6	7,165	52,600	14%
Monuments and street signage				
Repairs and maintenance	-	-	4,200	0%
Electricity	1,362	2,030	2,625	77%
Holiday decorating	-	-	10,000	0%
Landscape maintenance				
Maintenance contract	23,315	129,870	247,853	52%
Mulch	-	-	219,976	0%
Contingency	-	-	14,476	0%
Plant replacement	-	-	26,402	0%
Irrigation repairs	-	-	6,300	0%
Roadway maintenance	-	-	5,250	0%
Total field operations	<u>48,926</u>	<u>235,698</u>	<u>803,246</u>	29%
Total expenditures	<u>63,738</u>	<u>317,105</u>	<u>966,980</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	(56,438)	387,942	1	
Fund balances - beginning	403,101	(41,279)	2	
Fund balances - ending	<u>\$ 346,663</u>	<u>\$ 346,663</u>	<u>\$ 3</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, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 1,000	\$ 202,718	\$ 212,529	95%
Landowner contribution - KL West Port	-	-	120,847	0%
Landowner contribution - KLP JAX WP	-	-	24,752	0%
Lot closing	-	19,775	-	N/A
Total revenues	<u>1,000</u>	<u>222,493</u>	<u>358,128</u>	62%
EXPENDITURES				
Field operations				
Management	1,251	3,456	15,000	23%
Landscape maintenance	7,236	38,826	97,917	40%
Plant replacement	10,332	10,332	10,000	103%
Mulch	-	-	65,683	0%
Irrigation repairs	-	1,390	8,100	17%
Streetlighting	-	400	153,600	0%
Accounting	283	1,700	3,400	50%
Total field operations	<u>19,102</u>	<u>56,104</u>	<u>353,700</u>	16%
Other fees & charges				
Tax collector	21	4,055	4,428	92%
Total other fees & charges	<u>21</u>	<u>4,055</u>	<u>4,428</u>	92%
Total expenditures	<u>19,123</u>	<u>60,159</u>	<u>358,128</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	(18,123)	162,334	-	
Fund balances - beginning	226,729	46,272	-	
Fund balances - ending	<u>\$ 208,606</u>	<u>\$ 208,606</u>	<u>\$ -</u>	

**WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND LINE OF CREDIT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date
REVENUES		
Line of credit revenue	\$ 152,118	\$ 475,329
Interest and miscellaneous	-	5
Total revenues	152,118	475,334
EXPENDITURES		
Hurricane storm clean up	110,118	459,029
Cost of issuance	-	16,300
Contingencies	-	35
Total field operations	110,118	475,364
Excess/(deficiency) of revenues over/(under) expenditures	42,000	(30)
Fund balances - beginning	(42,030)	-
Fund balances - ending	\$ (30)	\$ (30)

**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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 1,844	\$ 373,977	\$ 392,067	95%
Interest	1,605	6,657	-	N/A
Total revenues	<u>3,449</u>	<u>380,634</u>	<u>392,067</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	124,574	249,148	50%
Total debt service	<u>-</u>	<u>124,574</u>	<u>384,148</u>	32%
Other fees & charges				
Tax collector	37	7,479	8,168	92%
Total other fees and charges	<u>37</u>	<u>7,479</u>	<u>8,168</u>	92%
Total expenditures	<u>37</u>	<u>132,053</u>	<u>392,316</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	3,412	248,581	(249)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(12,498)	-	N/A
Total other financing sources	<u>-</u>	<u>(12,498)</u>	<u>-</u>	N/A
Net change in fund balances	3,412	236,083	(249)	
Fund balances - beginning	593,746	361,075	317,415	
Fund balances - ending	<u>\$ 597,158</u>	<u>\$ 597,158</u>	<u>\$ 317,166</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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 235	\$ 47,638	\$ 49,939	95%
Special assessment: off-roll	39,023	39,023	339,801	11%
Interest	801	4,004	-	N/A
Total revenues	<u>40,059</u>	<u>90,664</u>	<u>389,740</u>	23%
EXPENDITURES				
Debt service				
Principal	-	-	140,000	0%
Interest	-	124,513	249,025	50%
Total debt service	<u>-</u>	<u>124,513</u>	<u>389,025</u>	32%
Other fees & charges				
Tax collector	6	952	1,040	92%
Total other fees and charges	<u>6</u>	<u>952</u>	<u>1,040</u>	92%
Total expenditures	<u>6</u>	<u>125,465</u>	<u>390,065</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	40,053	(34,801)	(325)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(802)	-	N/A
Total other financing sources	<u>-</u>	<u>(802)</u>	<u>-</u>	N/A
Net change in fund balances	40,053	(35,603)	(325)	
Fund balances - beginning	257,957	333,613	331,782	
Fund balances - ending	<u>\$ 298,010</u>	<u>\$ 298,010</u>	<u>\$ 331,457</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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 63,975	\$ 255,332	25%
Special assessment: off-roll	1,201	243,558	281,189	87%
Developer assessments	-	-	-	
Lot closing	2,398	21,590	-	N/A
Interest	1,591	6,648	-	N/A
Total revenues	<u>5,191</u>	<u>335,771</u>	<u>536,521</u>	63%
EXPENDITURES				
Debt service				
Principal	-	-	200,000	0%
Interest	-	165,795	331,590	50%
Total debt service	<u>-</u>	<u>165,795</u>	<u>531,590</u>	31%
Other fees & charges				
Tax collector	24	4,871	5,319	92%
Total other fees and charges	<u>24</u>	<u>4,871</u>	<u>5,319</u>	92%
Total expenditures	<u>24</u>	<u>170,666</u>	<u>536,909</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	5,167	165,105	(388)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(1,097)	-	N/A
Transfers in	-	11,705	-	N/A
Total other financing sources	<u>-</u>	<u>10,608</u>	<u>-</u>	N/A
Net change in fund balances	5,167	175,713	(388)	
Fund balances - beginning	557,947	387,401	443,741	
Fund balances - ending	<u>\$ 563,114</u>	<u>\$ 563,114</u>	<u>\$ 443,353</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, 2023**

	Current Month	Year To Date
REVENUES		
Lot closing	\$ 41,954	\$ 55,138
Interest	353	1,708
Total revenues	42,307	56,846
EXPENDITURES		
Debt service		
Interest	-	25,117
Total debt service	-	25,117
Excess/(deficiency) of revenues over/(under) expenditures	42,307	31,729
Fund balances - beginning	103,754	114,332
Fund balances - ending	\$ 146,061	\$ 146,061

**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, 2023**

	Current Month	Year To Date
REVENUES		
Interest and miscellaneous	\$ 107	\$ 551
Total revenues	107	551
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	107	551
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	793
Total other financing sources/(uses)	-	793
Net change in fund balances	107	1,344
Fund balances - beginning	(8,373)	(9,610)
Fund balances - ending	\$ (8,266)	\$ (8,266)

**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, 2023**

	Current Month	Year To Date
REVENUES		
Bondholder contribution	\$ -	\$ 167,991
Landowner contribution	-	293,331
Interest	3	12
Total revenues	3	461,334
EXPENDITURES		
Capital outlay	-	246,423
Total expenditures	-	246,423
Excess/(deficiency) of revenues over/(under) expenditures	3	214,911
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	802
Total other financing sources/(uses)	-	802
Net change in fund balances	3	215,713
Fund balances - beginning	(1,024,251)	(1,239,961)
Fund balances - ending	\$ (1,024,248)	\$ (1,024,248)

**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, 2023**

	Current Month	Year To Date
REVENUES		
Impact fee credits	\$ -	\$ 45,297
Interest	2,143	11,642
Total revenues	2,143	56,939
EXPENDITURES		
Capital outlay	6,425	50,518
Total expenditures	6,425	50,518
Excess/(deficiency) of revenues over/(under) expenditures	(4,282)	6,421
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	1,097
Total other financing sources/(uses)	-	1,097
Net change in fund balances	(4,282)	7,518
Fund balances - beginning	138,145	126,345
Fund balances - ending	\$ 133,863	\$ 133,863

**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, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 15
Total revenues	3	15
EXPENDITURES		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	3	15
Fund balances - beginning	884	872
Fund balances - ending	\$ 887	\$ 887

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 February 14, 2023 at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

Present were:

Candice Smith (via telephone)	Chair
Paul Martin	Vice Chair
Jim Manners	Assistant Secretary
Christian Cotter	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Sarah Sandy (via telephone)	Kutak Rock LLP
Matt Morris (via telephone)	District Engineer
Andrea Arce	Field Operations Manager, Evergreen

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:33 p.m., and stated that the Oath of Office was administered to Mr. Christian Cotter in advance of the meeting. for quorum purposes.

Supervisors Martin, Manners and Cotter were present, in person. Supervisor Smith was attending via telephone. Supervisor Meath was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisors Greg Meath [SEAT 1] and Christian Cotter [SEAT 5] (*the following will be provided in a separate package*)

41 This item was addressed during the First Order of Business. Mr. Cotter is familiar with
42 the following items:

- 43 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
- 44 **Employees**
- 45 **B. Membership, Obligations and Responsibilities**
- 46 **C. Financial Disclosure Forms**
 - 47 **I. Form 1: Statement of Financial Interests**
 - 48 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 49 **III. Form 1F: Final Statement of Financial Interests**
- 50 **D. Form 8B: Memorandum of Voting Conflict**

51

52 **FOURTH ORDER OF BUSINESS** **Discussion: Increase in Non-Revolving**
 53 **Taxable Line of Credit**

54

55 Ms. Suit referenced a spreadsheet with all invoices and/or proposals received and
56 approved to date, totaling \$556,991.03, which exceeds the CDD’s \$500,000 line of credit.

- 57 **A. Consideration of Resolution 2023-04, Authorizing an Increase in the District’s Not-to-**
- 58 **Exceed \$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, From**
- 59 **\$500,000 to \$600,000; Awarding the Increased Note to Synovus Bank by Negotiated**
- 60 **Sale; Authorizing the District to Enter into a First Amendment to Line of Credit**
- 61 **Agreement with Synovus Bank; Providing for Certain Covenants and Agreements in**
- 62 **Connection Therewith; and Providing for Conflicts, Severability and an Effective Date**

63 Ms. Suit presented Resolution 2023-04 and read the title.

64

65 **On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor,**

66 **Resolution 2023-04, Authorizing an Increase in the District’s Not-to-Exceed**

67 **\$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, From**

68 **\$500,000 to \$600,000; Awarding the Increased Note to Synovus Bank by**

69 **Negotiated Sale; Authorizing the District to Enter into a First Amendment to**

70 **Line of Credit Agreement with Synovus Bank; Providing for Certain Covenants**

71 **and Agreements in Connection Therewith; and Providing for Conflicts,**

72 **Severability and an Effective Date, was adopted.**

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74

75 Ms. Suit presented the following Line of Credit (LOC) supporting documents:

- 76 **I. Consideration of Modified Term Sheet**

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On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Synovus Bank Term Sheet, modified February 2, 2023, was approved.

- II. Consideration of First Amendment to Line of Credit Agreement, including the Form of First Addendum to the note.**

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the First Amendment to Line of Credit Agreement and the Form of First Addendum to the Note, were approved.

- B. Consideration of Closing Statement**

On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Closing Statement, dated February 14, 2023, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Rostan Solutions, LLC, Proposal for Grant Management and Debris Removal Oversight Services

- A. Affidavit of Publication**

- B. RFP Package**

These Request for Proposals (RFP) was publicly advertised and Rostan Solutions was the sole Respondent.

- C. Award of Contract**

- I. Agreement for Professional Services**
- II. Professional Services Task Order Number 01 - Grants Management**
- III. Professional Services Task Order Number 02 – Debris Monitoring Services**

On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, awarding the Grant Management and Debris Removal Oversight contract to Rostan Solutions LLC, the sole respondent to the RFP, and the Agreement for Professional Services and Task Orders Numbers 01 and 02 for Grants Management and Debris Monitoring Service, respectively, were approved.

115 **SIXTH ORDER OF BUSINESS**

Consideration of CTC Disaster Response, Inc., Proposal for Debris Removal Services

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117

118 Ms. Suit presented the CTC Disaster Response, Inc., Proposal for Debris Removal
119 Services, in a not-to-exceed amount of \$63,135.

120 **A. RFP Package**

121 This item was included for informational purposes.

122 **B. Award of Contract/Agreement for Debris Removal Services**

123 Mr. Earlywine stated Rostan Solutions is overseeing the process and, as the CDD's
124 Consultant, they will ensure that everything is eligible for Federal Emergency Management
125 Agency (FEMA) reimbursement.

126

127 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor,**
128 **awarding the Debris Removal Services contract to CTC Disaster Response, Inc.,**
129 **the sole respondent to the RFP, in a not-to-exceed amount of \$63,135, was**
130 **approved.**

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132

133 **SEVENTH ORDER OF BUSINESS**

Ratification of Hurricane Ian Clean-Up Items

134
135

136 Ms. Suit presented the following for ratification:

137 **A. Onsite Industries, LLC, Invoice 006-22-327504-1 for Storm Damage Review/Repairs**
138 **Street Signs for \$1,590**

139 **B. Vision Landscapes, Invoice #28306 Hurricane Ian Clean-Up for \$7,525**

140 **C. Vision Landscapes, Invoice #28307 Hurricane Ian Clean-Up for \$14,599.25**

141

142 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor,**
143 **Onsite Industries, LLC, Invoice 006-22-327504-1 for Storm Damage**
144 **Review/Repairs Street Signs for \$1,590 and Vision Landscapes Invoices #28306**
145 **for \$7,525 and #28307 for \$14,599.25 for Hurricane Ian cleanup, were ratified.**

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147

148 **EIGHTH ORDER OF BUSINESS**

Consideration of Cove HOA Items

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150

Mr. Earlywine presented the following:

151 **A. Quit Claim Deed (CDD to Cove HOA)**

152 **B. Assignment of Plat Dedication (CDD to Cove HOA)**

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On MOTION by Mr. Martin and seconded by Mr. Cotter, with all in favor, the Quit Claim Deed and Assignment of Plat Dedication related to Cove at West Port Phase IV, both by the West Port CDD to the Cove at West Port Community Association, Inc., subject to execution by the Board Chair, were approved.

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NINTH ORDER OF BUSINESS

Consideration of Easement Agreement

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162

Mr. Earlywine presented the Easement Agreement between the CDD and Lennar Homes LLC, and recommended execution of the Agreement by the Chair or Vice Chair.

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164

Discussion ensued regarding the easement, deeding the property to Lennar and the tracts on the Phase 2 plat.

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166

Mr. Martin asked to skip this item, temporarily, to examine the plats.

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169

TENTH ORDER OF BUSINESS

Consideration/Ratification of Engagement with Jere Earlywine at Kutak Rock LLP

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171

This item was presented following the Eleventh Order of Business.

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173
174

ELEVENTH ORDER OF BUSINESS

Discussion: CDD Enforcement of Parking on CDD Roads

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177

- A. Consideration of Resolution 2023-05, To Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Providing an Effective Date**

178

Ms. Suit presented Resolution 2023-05.

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Discussion ensued regarding parking restrictions, rulemaking process, overnight parking, construction traffic, dumpsters and the need to revise the notice.

181

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On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, Resolution 2023-05, To Designate May 9, 2023, at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953, for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Providing an Effective Date, was adopted.

188
189
190

Mr. Earlywine will revise the parking enforcement notice and email it to Management and the Board.

191

- 192 ▪ **Consideration/Ratification of Engagement with Jere Earlywine at Kutak Rock LLP**

193 This item, previously the Tenth Order of Business, was presented out of order.

194 Ms. Suit presented the Engagement Letter with Jere Earlywine/Kutak Rock LLP.

195

196 **On MOTION by Mr. Manners and seconded by Mr. Cotter, with all in favor,**
 197 **engagement of Jere Earlywine/Kutak Rock LLP for District Counsel Services,**
 198 **was ratified.**

199

200

- 201 ▪ **Discussion Resumed: Consideration of Easement Agreement**

202 Mr. Martin stated he found the Phase 2 plat but has yet to find the Phase 1 plat.

203 Mr. Earlywine recommended approval based on Mr. Martin’s review.

204

205 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
 206 **Easement Agreement between the CDD and Lennar Homes LLC, subject to**
 207 **review by Mr. Martin, was approved.**

208

209

210 **TWELFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
 Statements as of December 31, 2022**

211

212

213 Ms. Suit presented the Unaudited Financial Statements as of December 31, 2022.

214

215 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
 216 **Unaudited Financial Statements as of December 31, 2022, were accepted.**

217

218

219 **THIRTEENTH ORDER OF BUSINESS**

Approval of Minutes

220

221 Ms. Suit presented the following:

- 222 A. **November 1, 2022 Landowners’ Meeting**

- 223 B. **November 15, 2022 Regular Meeting**

224

225 **On MOTION by Mr. Cotter and seconded by Mr. Manners, with all in favor, the**
 226 **November 1, 2022 Landowners’ Meeting and November 15, 2022 Regular**
 227 **Meeting Minutes, as presented, were approved.**

228

229

230 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

231

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

233 Mr. Earlywine stated work on the maintenance items and project turnovers is still
234 underway.

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

236 There was no report.

237 **C. Field Operations: *Evergreen Lifestyles Management, LLC***

238 The Monthly Report was included for informational purposes.

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

240 • **NEXT MEETING DATE: March 14, 2023 at 12:30 P.M.**

241 • **QUORUM CHECK**

242 The March meeting was cancelled. The next meeting is to be determined.

243

244 **FIFTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

245

246 There were no Board Members' comments or requests.

247

248 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

249

250 A resident described parking difficulties and asked about enforcement. Mr. Martin
251 stated the first step of setting a public hearing was taken and the notice will be revised and
252 presented at a future meeting.

253 Discussion ensued regarding incorrect mail placement by the USPS.

254

255 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

256

257

258 **On MOTION by Mr. Martin and seconded by Mr. Cotter with all in favor, the**
259 **meeting adjourned at 1:08 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS C

West Port Monthly Report- April 27, 2023

Maintenance Updates

FPL- form the Point of contact: 4/10/23 The material is still an issue for some of these repairs. Our contractor is going to begin going through this week sometime to make any repairs they can without the fixtures. Please note that the 70% that are spun the heads may be damaged as well and may take additional time to repair due to the current supply chain issues with this specialty fixture. 4/27/23 Per the contractor they are working in there. They are currently waiting for locates to clear.

Full CDD Walkthrough/Checks

- Ponds- EXHIBIT A
- Vision landscape- Planting of annuals began 4/26/23 Mulch will be scheduled in the next 2 weeks
- Photos provided- EXHIBIT B
- West Port signs are chipped and missing paint
- Lake mowing very minimal and needs completed
- Patch of grass recently installed on Centennial is very brown upon install
- Common area near the Cove- landscape not maintained. Received information that this does not belong to Forestar and company Down to Earth does not maintain this area per contract. Also informed that CDD does not maintain this area based on contract for Vision landscape. Who is responsible? EXHIBIT C

Vendor Services Performed and/or Site Visits

- 4/26/23 Cameras were placed on common area palm trees facing the landings EXHIBIT D
- Security Patrol vehicle located on the property- no reports of vandalism or theft, no explanation of hiring provided

Board of Supervisor's Requests

CDD Budget review of field operations sections and invoices being coded correctly- in progress

Resident Requests- Throughout this month homeowners brought these concerns regarding common areas (same as last month)

- Lighting- Residents questioned when the lights on the entrances will be completed because it is too dark to see anything in the area.
- People are fishing in the ponds. HOA residents understand not to but people who do not live in the area are. --- Draft of fishing/trespassing policy will be discussed at the next meeting.
- Can speed limit signs be posted?
- Parking concerns on roads, can there be any enforcement (stickers, letters, towing)?

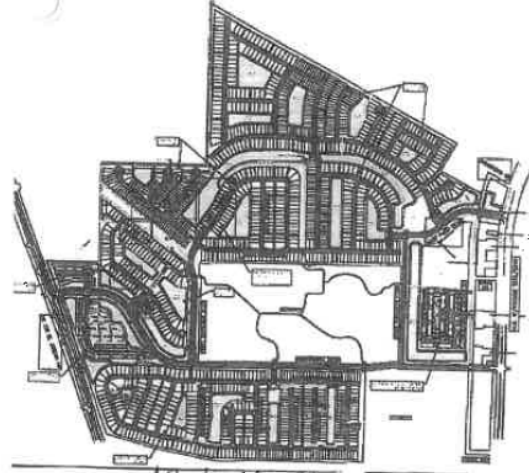
West Port Monthly Report- April 27, 2023

EXHIBIT A

Report from Aqua Preserve

Client: Westport

DATE: 4-10-23
TECH: Nick & 2 guys



SITES TREATED: 18, 1, 19, 21

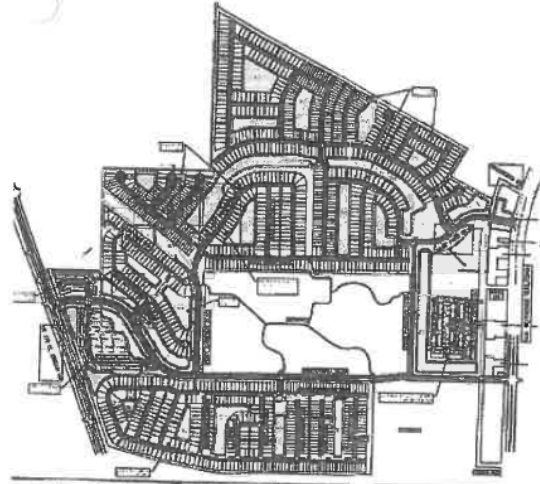
- Grasses
- Algae
- Floating
- Submersed
- Immersed
- Manual Removal

Remarks/Comments: Treated lake 1 for weeds & grasses. Treated lakes 18, 19 & 21 for algae.

West Port Monthly Report- April 27, 2023

Client: Westport

DATE: 4-18-23
TECH: Nick & Guys



SITES TREATED: 7, 10, 12, 13

- Grasses
- Algae
- Floating
- Submersed
- Immersed
- Manual Removal

Remarks/Comments: Treated for weeds and grasses

West Port Monthly Report- April 27, 2023

EXHIBIT B



West Port Monthly Report- April 27, 2023



West Port Monthly Report- April 27, 2023

EXHIBIT C



West Port Monthly Report- April 27, 2023

EXHIBIT D



WEST PORT

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS D



May 2, 2023

DAPHNE GILLYARD
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Ms. Gillyard;

Per your request for the number of registered voters as of April 15, 2023, for the following districts:

Babcock Ranch Community Independent Special District – 2,923
Coral Creek Community Development District – 0 (zero)
Harbor Village Community Development District - 0 (zero)
The Cove at Rotonda Community Development District - 0 (zero)
Tuckers Pointe Community Development District - 0 (zero)
West Port Community Development District - 278

If you have any questions, please do not hesitate to contact me.

Sincerely,

Vincenza F. Treppiedi, MFCEP
Chief Deputy
941-833-5407
vinnie@soecharlottecountyfl.gov
Representing the Office of
Hon. Leah Valenti
Supervisor of Elections
Charlotte County, FL

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953

**Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2022 CANCELED	Regular Meeting	12:30 PM
November 1, 2022	Landowners' Meeting	9:00 AM
November 8, 2022 <i>rescheduled to November 15, 2022</i>	Regular Meeting	12:30 PM
November 15, 2022	Regular Meeting	12:30 PM
December 13, 2022 CANCELED	Regular Meeting	12:30 PM
January 10, 2023 CANCELED	Regular Meeting	12:30 PM
February 14, 2023	Regular Meeting	12:30 PM
March 14, 2023 CANCELED	Regular Meeting	12:30 PM
April 11, 2023 CANCELED	Regular Meeting	12:30 PM
May 9, 2023	Regular Meeting	12:30 PM
July 11, 2023*	Regular Meeting	12:30 PM
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
August 8, 2023	Regular Meeting	12:30 PM
September 12, 2023	Regular Meeting	12:30 PM