VILLAGES OF WESTPORT

Community Development District

MAY 13, 2024



Villages of Westport Community Development District

475 West Town Place Suite 114 St. Augustine, Florida 32092

District Website: www.villagesofwestportcdd.com

May 6, 2024

Board of Supervisors
Villages of Westport Community Development District

Dear Board Members:

The Villages of Westport Community Development District Meeting is scheduled for **Monday, May 13, 2024 at 5:00 p.m.** at the Highlands Regional Library, 1826 Dunn Avenue, Jacksonville, Florida 32218.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comments (regarding agenda items below)
- III. Organizational Matters
 - A. Appointment of New Supervisor to Fill Vacant Seat (seat 2)
 - B. Oath of Office for Newly Appointed Supervisor(s)
 - C. Election of Officers, Resolution 2024-04
- IV. Consideration of Resolution 2024-05, Approving LGI Acquisition and Documents Associated Therewith
- V. Consideration of Resolution 2024-06, Approving the Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Date to Adopt
- VI. Staff Reports
 - A. Manager
 - 1. Report on the Number of Registered Voters (1,122)

- 2. General Elections
- B. Attorney Ethics Training and Form 1 Filing
- C. Operation Manager Report
- VII. Discussion Regarding Bond Refinancing Options
- VIII. Discussion of Capital Improvement Plan
 - IX. Consideration of Capital Reserve Study Proposal
 - X. Ratification of License Agreement with TNT Fitness Jax, LLC
 - XI. Consideration of Proposals:
 - A. Mulch
 - B. Dumpster Corral
 - C. Pool Fencing
- XII. Supervisor's Request
- XIII. Public Comments
- XIV. Approval of Consent Agenda
 - A. Approval of the Minutes of the October 23, 2023 & April 24, 2024 Meetings
 - B. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending March 31, 2024
 - C. Assessment Receipt Schedule
 - D. Approval of Check Register
- XV. Next Scheduled Meeting 07/22/24 @ 5:30 p.m. @ Highlands Regional Library
- XVI. Adjournment



C.

RESOLUTION 2024-04

A RESOLUTION DESIGNATING OFFICERS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Villages of Westport Community Development District at a regular business meeting held on May 13, 2024 desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT:

	Chairman
	Vice-Chairman
Darrin Mossing	Secretary
atti Powers	Treasurer
ames Oliver	Assistant Treasurer
Darrin Mossing	Assistant Treasurer
Daniel Laughlin	Assistant Secretary
ames Oliver	Assistant Secretary
Rich Hans	Assistant Secretary
Marilee Giles	Assistant Secretary
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary
ED AND ADOPTED THIS 13TH I	OAY OF MAY, 2024. Chairman / Vice Chairman



RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT APPROVING INFRASTRUCTURE ACQUISITION AND REQUISITION SUBJECT TO SATISFACTION OF REQUIREMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Villages of Westport 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 Duval County, Florida; and

WHEREAS, the District previously issued its Capital Improvement Revenue Bonds, Series 2005A-1, Series 2005A-2, and Series 2005A-3 (together, the "Series 2005A Bonds") for the purpose of, among other things, financing a portion of the costs of completing the project described in the Villages of Westport Improvement Plan, dated January 13, 2005, as supplemented by the Supplemental Engineer's Report No. 1 Summary for the 2005 Project, dated January 2005 (the improvements described therein being the "Series 2005A Project"); and

WHEREAS, in connection with the issuance of the Series 2005A Bonds, the District and Westport Villages, Inc. ("Developer"), entered into that certain Agreement by and between the Villages of Westport Community Development District and Westport Villages, Inc., Regarding the Acquisition of Certain Work Product and Infrastructure, dated February 1, 2005 ("Acquisition Agreement"), providing for the District's acquisition of certain eligible public infrastructure improvements, work product, and real property, and payment from available bond proceeds; and

WHEREAS, on May 15, 2008, the District's Board of Supervisors ("**Board**") adopted Resolution No. 2008-04, which declared the Series 2005A Project complete; provided that the Developer reserved its right to certain deferred costs in connection therewith; and

WHEREAS, subsequently, CC Westport, LLC, successor in interest to the Developer, assigned its rights to deferred costs to LGI Homes Florida, LLC ("LGI"); and

WHEREAS, LGI has completed certain infrastructure improvements it wishes to convey to the District in exchange for a payment from the Deferred Cost Subaccount(s), as specified in the applicable Indenture (hereinafter defined) executed in conjunction with the Series 2005A Bonds; and

WHEREAS, the Board now wishes to authorize such acquisition and preparation of a requisition for such payment, subject to issuance of all necessary approvals from District staff and LGI's fulfillment of all requirements of applicable law and documents associated with the Series 2005A Bonds, including but not necessarily limited to the requirements set forth in the Acquisition Agreement and in the Master Trust Indenture, dated February 1, 2005, as supplemented by the First Supplemental Trust Indenture, dated February 1, 2005 ("Indenture").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT. The Board hereby approves and authorizes an acquisition of the improvements and work product identified at Composite Exhibit A (the "Improvements and Work Product") and approves in substantial form the acquisition documents identified at Composite Exhibit A, contingent upon LGI's fulfillment of all

requirements of applicable law and documents associated with the Series 2005A Bonds, and issuance of all necessary approvals from District staff. Upon fulfillment of such requirements, the District Manager is hereby authorized to execute such documents as are necessary to effect the acquisition.

SECTION 2. REQUISITION. The Board hereby approves and authorizes staff to prepare a requisition in substantially the form set forth at **Exhibit B**, in the amount of the lesser of (a) the actual cost of constructing and/or completing the Improvements and Work Product, or (b) the amount of eligible funds remaining in the Deferred Cost Subaccount(s) of the Acquisition and Construction Account(s) of the Series 2005A Bonds, contingent upon LGI's fulfillment of all requirements of applicable law and documents associated with the Series 2005A Bonds, and issuance of all necessary approvals from District staff. Upon fulfillment of such requirements, the District Manager is hereby authorized to execute such requisition and transmit the same to the Trustee for payment.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of May 2024.

ATTEST:	VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of Supervisors		

Composite Exhibit A: Form of Acquisition Documents

Exhibit B: Form of Requisition

Composite Exhibit A

February____, 2024

Villages of Westport Community Development District c/o Howard McGaffney 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092

Re: Letter Agreement for Acquisition of Villages of Westport Phase 4

Roadway and Utility Improvements

Dear Mr. McGaffney,

Pursuant to the Agreement between the Villages of Westport Community Development District and Westport Villages, Inc., regarding the Acquisition of Certain work Product and Infrastructure, dated February 1, 2005 ("Acquisition Agreement"), and the Assignment of Rights to Deferred Costs by which CC Westport, LLC, successor in interest to Westport Villages, Inc., assigned its rights to any deferred costs to LGI Homes — Florida, LLC ("Developer"), you are hereby notified that the Developer has completed and wishes to convey to the Villages of Westport Community Development District ("District") certain "Improvements" as described in Exhibit A attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed conveyance:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from available bond proceeds the amount remaining in the Deferred Costs Sub-Account of the Acquisition and Construction Fund of the District's 2005A Bonds, up to the amount of \$517,762.13, which is the amount Developer has expended to construct 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, and in no event shall exceed the amount of available bond proceeds.
- Notwithstanding anything to the contrary herein, to the extent any amounts for balance to finish and retainage are owed to contractors, Developer agrees to timely make payment for all remaining amounts owed under the Contract, to ensure that no liens are placed on the Improvements, and to indemnify and defend the District from any claims for unpaid amounts owed to the Contractor at the time of this conveyance.
- 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.

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 conveyance.

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT	LGI HOMES – FLORIDA, LLC	
Name: Howard McGaffney	Name:	
Title: District Manager	Title:	
,		

EXHIBIT A

Description of Villages of Westport Phase 4 Roadway and Utility Improvements

All of the infrastructure, described below, as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida:

Roadways - All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the right-of-way identified as "Braddock Parkway."

Drainage/Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, manholes, inlets, pipes, mitered end sections, headwalls and other water conveyance structures, as well as all catch-basins and related stormwater facilities related to the Right of Way known as "Braddock Parkway."

Wastewater/Potable Water Utility – All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the Right of Way known as "Braddock Parkway."

Improvement	Total
	Reimbursable
	Amount
Braddock Parkway	\$278,849.40
Improvements	
Braddock Parkway	\$172,441.63
Storm	
Braddock Parkway	\$66,471.50
Water	
TOTAL:	\$517,762.13

CORPORATE DECLARATION REGARDING COSTS PAID [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

LGI HOMES – FLORIDA, LLC, a Florida limited-liability corporation ("**Developer**"), does hereby certify to the Villages of Westport Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

- 1. Developer is the developer of certain lands within District.
- 2. The District's Supplemental Engineers Report No. 1 Summary for 2005 Project, dated January 2005 ("Engineer's Report") describes certain public infrastructure improvements 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.
- 3. 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.
- 4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements. Developer agrees to timely make payment for all remaining amounts owed under the Contract, to ensure that no liens are placed on the Improvements, and to indemnify and defend the District from any claims for unpaid amounts owed to the Contractor at the time of this conveyance.
- 5. The Developer has on file and agrees to produce upon request all records relating to the costs and payments for the improvements identified herein.
- 6. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[Signature on following page]

IN WITNESS WHEREOF , the undersigne Developer as of the day of February, 2024.	d has executed this certificate for and on behalf of the
	LGI HOMES – FLORIDA, LLC
	Name:
	Title:
STATE OF	
COUNTY OF	
The foregoing instrument was sworn and	d subscribed before me by means of □ physical presence
or \square online notarization this day o	f February, 2024, by as as of LGI HOMES — FLORIDA, LLC, a Florida limited-
liability corporation, and who appeared before n	ne this day in person, and who is either personally known
to me, or produceda	s identification.
· · ·	
	NOTARY PUBLIC, STATE OF
	Name:
(NOTARY SEAL)	(Name of Notary Public, Printed, Stamped or
- /	Typed as Commissioned)

DISTRICT ENGINEER'S CERTIFICATE [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

February	, 2024
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Board of Supervisors
Villages of Westport Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Prosser, Inc. ("District Engineer"), as District Engineer for the Villages of Westport Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from LGI Homes – Florida, 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 *Supplemental Engineers Report No. 1 Summary for 2005 Project,* dated January 2005 ("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.
- 6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

[Signature on following page]

[Signature page to Engineer's Certificate]

	Prosser, Inc.
	Florida Registration No District Engineer
STATE OF	
online notarization this	at was acknowledged before me by means of □ physical presence or □ day of February, 2024, by as of Prosser, 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, wn to me, or produced as identification.
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

CONTRACTOR ACKNOWLEDGMENT AND RELEASE [VILLAGES OF WESTPORT PHASE 4 UTILITY IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the ____ day of February, 2024, by Florida Infrastructure, Inc. ("Contractor"), in favor of the Villages of Westport Community Development District ("District"), which is a local unit of special-purpose government situated in Duval County, Florida, and having offices at 475 West Town Place, Suite 114 World Golf Village, St. Augustine, Florida 32092.

RECITALS

WHE	REAS	, pursuant	to	that	certain _				("Co	ntra	ct ") da	ited
	6	and between	n Cor	ntract	or and LGI	Home	s- Florida, LLC	, ("C	eveloper"),	Con	tractor	has
constructed	for	Developer	cert	ain	infrastructu	ure im	provements,	as	described	in	Exhibit	Α
("Improveme	ents")	; 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 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.

[signature on following page]

Exhibit A:

Infrastructure Improvements

Florida Infrastructure, Inc.

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BILL OF SALE AND LIMITED ASSIGNMENT [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of February, 2024, by and between LGI Homes- Florida, LLC, a Florida limited-liability corporation, with an address of 1450 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380, and Villages at Westport 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 Governmental Management Services, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.

(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 following property (together, "**Property**") as described below and as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida to have and to hold for Grantee's own use and benefit forever:

a) Improvements:

- i. **Roadways** All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the right-of-way identified as "Braddock Parkway" and "Braddock Road."
- ii. **Drainage/Surface Water Management** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities related to the Right of Way known as "Braddock Parkway"
- iii. *Wastewater/Potable Water Utility* All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the Right of Way known as "Braddock Parkway."
- 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 foregoing improvements described above.
- 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.
- 5. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, as identified in EXHIBIT A, and to post and maintain any required bonds, including but not limited to maintenance bonds.
- 6. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements not to exceed the amounts set forth in **EXHIBIT A** if such funds are available from proceeds from a past or future issuance of bonds.
- 7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[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	LGI HOMES – FLORIDA, LLC
By: Name:	Name: Title:
By: Name:	
STATE OF	
online notarization this day of Februa	ed before me by means of \Box physical presence or \Box as
execute the foregoing on behalf of the entit(ies) ide	LGI HOMES – FLORIDA, LLC, and with authority to entified above, and who appeared before me this day to me, or produced as
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or
	Typed as Commissioned)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Villages of Westport Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **City of Jacksonville, Florida** ("City"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Roadways, drainage, surface water management, and wastewater/potable water utilities, including all roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements; all drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities; and all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the right-of-way identified as "Braddock Parkway" as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name the day and year first above written.

Signed, Sealed and	Villages of Westport Community Development District
(printed)	Print Name: Title:
(printed)	
STATE OF FLORIDA COUNTY OF	
	knowledged before me this day of February, 2024, by of the Villages of Westport Community Development District. He is
	as identification and did (did not) take an oath.
(Print), Notary Public My Commission expires:	
Commission Number:	

Exhibit B

REQUISITION

The undersigned, an Authorized Officer of Villages of Westport Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Wachovia Bank, National Association, Miami, Florida, as trustee (the "Trustee"), dated as of February 1, 2005 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of February 1, 2005 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: ___
- (B) Name of Payee: LGI Homes Florida, LLC
- (C) Amount Payable: <u>\$[lesser of \$517,762.13 or the amount remaining in the Series 2005A Deferred Costs Subaccount]</u>
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Construction of Improvements related to Phase 4
- (E) Fund, Account and/or subaccount from which disbursement is to be made: <u>Series 2005A</u>
 <u>Deferred Costs Subaccount</u>

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2005A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2005A Project and each represents a Cost of the Series 2005A Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoices from the vendor of the property acquired or services rendered with respect to which the disbursement is hereby requested.

COMMUNITY DEVELOPMEN	T
DISTRICT	
Authorized Officer	

VILLAGES OF WESTPORT

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2005A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2005A Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer	

December , 2023

Villages of Westport Community Development District c/o Howard McGaffney 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092

> Re: Letter Agreement for Acquisition of Villages of Westport Phase 4 Roadway and Utility Improvements

Dear Mr. McGaffney,

Agreed to by:

Pursuant to the Agreement between the Villages of Westport Community Development District and Westport Villages, Inc., regarding the Acquisition of Certain work Product and Infrastructure, dated February 1, 2005 ("Acquisition Agreement"), and the Assignment of Rights to Deferred Costs by which CC Westport, LLC, successor in interest to Westport Villages, Inc., assigned its rights to any deferred costs to LGI Homes – Florida, LLC ("Developer"), you are hereby notified that the Developer has completed and wishes to convey to the Villages of Westport Community Development District ("District") certain "Improvements" as described in Exhibit A attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed conveyance:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from available bond proceeds the amount remaining in the Deferred Costs Sub-Account of the Acquisition and Construction Fund of the District's 2005A Bonds, up to the amount of \$517,762.13, which is the amount Developer has expended to construct 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, and in no event shall exceed the amount of available bond proceeds.
- Notwithstanding anything to the contrary herein, to the extent any amounts for balance to finish
 and retainage are owed to contractors, Developer agrees to timely make payment for all remaining
 amounts owed under the Contract, to ensure that no liens are placed on the Improvements, and to
 indemnify and defend the District from any claims for unpaid amounts owed to the Contractor at
 the time of this conveyance.
- 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.

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 conveyance.

Sincerely

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT	LGI HOMES – FLORIDA, LLC
Name: Howard McGaffney Title: District Manager	Name:Title:

EXHIBIT A

Description of Villages of Westport Phase 4 Roadway and Utility Improvements

All of the infrastructure, described below, as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida:

Roadways - All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the right-of-way identified as "Braddock Parkway."

Drainage/Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, manholes, inlets, pipes, mitered end sections, headwalls and other water conveyance structures, as well as all catch-basins and related stormwater facilities related to the Right of Way known as "Braddock Parkway."

Wastewater/Potable Water Utility – All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the Right of Way known as "Braddock Parkway."

Improvement	Total
	Reimbursable
	Amount
Braddock Parkway	\$278,849.40
Improvements	
Braddock Parkway	\$172,441.63
Storm	
Braddock Parkway	\$66,471.50
Water	
TOTAL:	\$517,762.13

CORPORATE DECLARATION REGARDING COSTS PAID [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

LGI HOMES – FLORIDA, LLC, a Florida limited-liability corporation ("**Developer**"), does hereby certify to the Villages of Westport Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

- 1. Developer is the developer of certain lands within District.
- 2. The District's Supplemental Engineers Report No. 1 Summary for 2005 Project, dated January 2005 ("Engineer's Report") describes certain public infrastructure improvements 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.
- 3. 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.
- 4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements. Developer agrees to timely make payment for all remaining amounts owed under the Contract, to ensure that no liens are placed on the Improvements, and to indemnify and defend the District from any claims for unpaid amounts owed to the Contractor at the time of this conveyance.
- 5. The Developer has on file and agrees to produce upon request all records relating to the costs and payments for the improvements identified herein.
- 6. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[Signature on following page]

IN WITNESS WHEREOF, the undersign Developer as of the day of December, 2023	gned has executed this certificate for and on behalf of the
	LGI HOMES – FLORIDA, LLC
	Name: Title:
STATE OF	Title.
COUNTY OF	
The foregoing instrument was sworn and	subscribed before me by means of \square physical presence
or □ online notarization this day of	December, 2023, by as of LGI HOMES – FLORIDA, LLC, a Florida limited-
liability corporation, and who appeared before m	ne this day in person, and who is either personally known
to me, or produced as	sidentification.
	NOTARY PUBLIC, STATE OFName:
(NOTARY SEAL)	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

DISTRICT ENGINEER'S CERTIFICATE [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

December	, 2023

Board of Supervisors Villages of Westport Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Prosser, Inc. ("District Engineer"), as District Engineer for the Villages of Westport Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from LGI Homes – Florida, 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 Supplemental Engineers Report No. 1 Summary for 2005 Project, dated January 2005 ("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.
- 6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

[Signature on following page]

[Signature page to Engineer's Certificate]

	[- G · · · · · · · · · · · · · · · · · ·
	Prosser, Inc.
	, P.E.
	Florida Registration No District Engineer
	District Engineer
STATE O	
COUNTY	OF
Tł	the foregoing instrument was acknowledged before me by means of □ physical presence or □
	tarization this day of December, 2023, by
	of Prosser, Inc., and with authority to execute the
	on behalf of the entit(ies) identified above, and who appeared before me this day in person, and the 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)

<u>CONTRACTOR ACKNOWLEDGMENT AND RELEASE</u> [VILLAGES OF WESTPORT PHASE 4 UTILITY IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the ____ day of December, 2023, by Florida Infrastructure, Inc. ("Contractor"), in favor of the Villages of Westport Community Development District ("District"), which is a local unit of special-purpose government situated in Duval County, Florida, and having offices at 475 West Town Place, Suite 114 World Golf Village, St. Augustine, Florida 32092.

RECITALS

WHERI	E AS , pursuai	nt to tha	at certain			("C	ontra	ect") da	ted
	and between	Contrac	tor and LGI Ho	mes- Florida, LL	.C, ("]	Developer'), Co	ntractor	has
constructed for	Developer	certain	infrastructure	improvements,	as	described	in 1	Exhibit	A
("Improvements	s"); 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 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.

[signature on following page]

Florida Infrastructure, Inc.

	By: Its:
STATE OF	
	dged before me by means of \square physical presence or \square ember, 2023, by as of Florida Infrastructure , Inc. , and with authority to
execute the foregoing on behalf of the entit(ies) is person, and who is either personally known identification.	dentified above, and who appeared before me this day in
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)
Exhibit A: Infrastructure Improvements	

BILL OF SALE AND LIMITED ASSIGNMENT [VILLAGES OF WESTPORT PHASE 4 ROADWAY AND UTILITY IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the day of December, 2023, by and between LGI Homes- Florida, LLC, a Florida limited-liability corporation, with an address of 1450 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380, and Villages at Westport 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 Governmental Management Services, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092.

(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 following property (together, "**Property**") as described below and as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida to have and to hold for Grantee's own use and benefit forever:
 - a) Improvements:
 - i. **Roadways** All roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements within the right-of-way identified as "Braddock Parkway" and "Braddock Road."
 - ii. **Drainage/Surface Water Management** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities related to the Right of Way known as "Braddock Parkway"
 - iii. Wastewater/Potable Water Utility All wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the Right of Way known as "Braddock Parkway."
 - 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 foregoing improvements described above.
- 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.
- 5. Grantor, at its expense, agrees to complete any punch list items, make any remaining payments owed to contractors and/or subcontractors, as identified in EXHIBIT A, and to post and maintain any required bonds, including but not limited to maintenance bonds.
- 6. As consideration for the sale of the Improvements, subject to availability of funds and subject to (and without intending to alter) the provisions of that certain Acquisition Agreement, the Grantee shall make payment for the cost of the Improvements not to exceed the amounts set forth in **EXHIBIT A** if such funds are available from proceeds from a past or future issuance of bonds.
- 7. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[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	LGI HOMES – FLORIDA, LLC
By: Name:	Name:Title:
By:Name:	
STATE OF COUNTY OF	
online notarization this day of Do	of LGI HOMES – FLORIDA, LLC, and with authority
	(ies) identified above, and who appeared before me this day nown to me, or produced as
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	
	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Villages of Westport Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Seller"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the City of Jacksonville, Florida ("City"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Roadways, drainage, surface water management, and wastewater/potable water utilities, including all roads, pavement, curbing, gutter, sidewalk, landscape, hardscape, and other physical improvements; all drainage and surface water management systems, including but not limited to sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities; and all wastewater, potable water, and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto related to the right-of-way identified as "Braddock Parkway" as depicted on the Plat titled "Westport Landing Phase One," recorded at Book 81, Pages 41, et seq., of the Official Records of Duval County, Florida

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name the day and year first above written.

Signed, Sealed and	Villages of Westport Community Development District
	Print Name:
(printed)	Title:
(printed)	
STATE OF FLORIDA	
COUNTY OF	
by	as acknowledged before me this day of December, 2023, on behalf of the Villages of Westport Community
	ersonally known to me or produced a
identification and did (did not) take	an oath.
(Print) , Not	ary Public
My Commission expires:	
Commission Number:	

APPLICATION AND CERTIFICAT	ION FOR PA	AYMENT	USE W/AIA G703	PAGE	E ONE OF 2	PAGES
TO: LGI Homes - Florida, LLC			APPLICATION NO:	Nineteen (19)	Distribut	ion to:
17425 Bridge Hill Ct., Suite 101		PROJECT:			AC	COUNTING
Tampa, FL 33647		VILLAGES OF WE	<u> STPORT</u>			
FROM SUBCONTRACTOR: Florida Infrastructure Inc. PO Box 1269 Callahan, FL 32011			PERIOD TO: PROJECT NO:	5/31/2023 N/A		OJ. MGR. OJECT FILES
CONTRACT FOR: VILLAGES OF WESTPORT	Γ					T
CONTRACTOR'S APPLICATION FOR PAY	MENT		CONTRACTOR CERTIF	ICATION AND LIE	N WAIVER	
Application is made for payment, as shown below, Continuation Sheet, AIA Document G703, is attact		ith the Contract.	I herby certify that the work per represent the actual value of co- undersigned and Jacksonville P	mpleted work under the	terms of the contra	act between the
 ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO DATE (Column G on G703) RETAINAGE: a. 10% of Completed Work 	\$ \$ \$ \$ \$ \$ \$	10,927,681.41 663,068.00 11,590,749.41 11,590,749.41	I also certify that all payments payments received from the corlabor used in connection with the complied with federal, state and tax laws, and workmens competed this contract.	ntractor, to all my subcom the performance of this could be determined in the desired in the des	ntractors, and for a contract. I further cong social security I	all materials and ertify that I have aws, unemployment
(Column D + E on G703) b. 10% of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703)		1,159,074.94	I certify that contingent upon re release, remiss and relinquish a material furnished, prior to the invoice. CONTRACTOR	any and all rights to clair	m any lien or liens	for work done or
6. TOTAL EARNED LESS RETAINAGE		\$10,431,674.47	By: Kaul		Date:	5/19/2023
 (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAIN (Line 3 less Line 6) 	,	\$151,522.39 \$1,159,074.94	State of: Florida Subscribed and sworn to be Notary Public: My Commission expires:	fore me this 10	Nassau day of human Ma SA J. CROSS	y 2023 2023
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS		1 = 1: EV	COMMISSION PIRES 0-18-2020	T.
Total changes approved in previous months by Owner	\$663,068.00		APPLICATION APPROVAL	8:03	70m	8
Total approved this Month			BY:	Tilling's	OF FED TOP	5/25/23
TOTALS	\$663,068.00	\$0.00	This Certificate is not negot	tiable. The AMOUNT	is a second	payable only to the
NET CHANGES by Change Order	\$663,	068.00	Subcontractor named herein without prejudice to any right			payment are

AIA Document G703, 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.

VILLAGES OF WESTPORT

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 5/19/2023

PERIOD TO: 5/31/2023

ARCHITECT'S PROJECT NO: N/A

PROJECT NAME: VILLAGES OF WESTPORT

A	В	С		D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	ORIGINAL	CURRENT	WORK COM		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		SCHEDULED	SCHEDULED	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G + C)	TO FINISH	(IF VARIABLE
		VALUE	VALUE	APPLICATION (D + E)		STORED (NOT IN	AND STORED TO DATE		(C - G)	RATE) 10%
				(D+E)		D OR E)	(D+E+F)			10%
1	General Conditions, Mobilization, Survey, Testing	\$198,870.00	\$198,870.00	\$198,870.00			\$198,870,00	100.00%	\$0.00	\$19,887.00
2	Site Clearing	\$440,000.00	\$440,000.00	\$440,000.00			\$440,000.00	100.00%	\$0.00	\$44,000.00
3	Erosion Control & Stabilization	\$57,200.00	\$57,200.00	\$57,200.00			\$57,200.00	100.00%	\$0.00	\$5,720.00
4	Earthwork	\$1,592,876.00	\$1,592,876.00	\$1,592,876.00			\$1,592,876.00	100.00%	\$0.00	\$159,287.60
4A	Offsite Fill	\$2,748,950.00	\$2,748,950.00	\$2,748,950.00			\$2,748,950.00	100.00%	\$0.00	\$274,895.00
5	Roadway Sidewalks, Concrete Flatwork & Acrost Pkm 1278, 849 = 24.89	\$1,122,165.00	\$1,122,165.00	\$953,806.79	\$168,358.21		\$1,122,165.00	100.00%	\$0.00	\$112,216.50
6	Storm Water Collection System De ADDOCK Plany \$172, 441.63 14.30/6	\$1,202,660.00	\$1,202,660.00	\$1,202,660.00			\$1,202,660.00	100.00%	\$0.00	\$120,266.00
7	Roadway Sidewalks, Concrete Flatwork & Apricel Pkny 1278, 149 24.89 Storm Water Collection System Acadock Pkny 1772, 441, 63 14.3 6.89 Potable Water Main Drappale Pkny 17 66, 471 2 6.89 Gravity Sanitary Sewer Main	\$977,580.00	\$977,580.00	\$977,580.00			\$977,580.00	100.00%	\$0,00	\$97,758.00
8	Gravity Sanitary Sewer Main	\$1,119,700.00	\$1,119,700.00	\$1,119,700.00			\$1,119,700.00	100.00%	\$0.00	\$111,970.00
9	Sanitary Lift Station and Force Main Br Appeal Play #64,240, 13,44	\$480,040.00	\$480,040.00	\$480,040.00			\$480,040.00	100.00%	\$0.00	\$48,004.00
10	Payment & Performance Bonds	\$99,400.41	\$99,400.41	\$99,400.41			\$99,400.41	100.00%	\$0,00	\$9,940.04
11	Import Fill and Lot Grading	\$888,240.00	\$888,240.00	\$888,240.00			\$888,240.00	100.00%	\$0.00	\$88,824.00
12	Change Order #1 Material Price Increases and owner requested changes	\$663,068.00	\$663,068.00	\$663,068.00			\$663,068.00	100.00%	\$0.00	\$66,306.80
		\$11,590,749.41	\$11,590,749.41	\$11,422,391.20	\$168,358.21	\$0.00	\$11,590,749.41	100.00%	\$0.00	\$1,159,074.94



PROJECT: Villages of Westport LOCATION: Jacksonville, FL

Item #	Item Description	Quantity	Units	Unit Price	Total Item Cos
1	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00
	GENERAL CONDITIONS	1	LS	\$103,201.10	\$103,201.10
	SURVEY	1	LS	\$35,668.90	\$35,668.90
	TESTING	1	LS	\$40,000.00	\$40,000.00
	12011110		1 2	TOTAL	\$198,870.00
2	SITE CLEARING	1	LS		\$440,000.00
	OTTE GELAKING		LO	\$440,000.00 TOTAL	\$440,000.00
3	EROSION CONTROL	1	LS		
<u> </u>	STABILIZATION		+	\$35,178.00	\$35,178.00
	STABILIZATION	22022	SY	\$1.00	\$22,022.00
	EARTHWORK		-	TOTAL	\$57,200.00
4	6" STRIP AND PLACE IN POND BANKS	ECCOE	-	#0.60	£447.470.00
	PROOF ROLL SITE	56605	CY	\$2.60	\$147,173.00
		70	AC	\$676.10	\$47,327.00
	SWMF 1	37845	CY	\$4.00	\$151,380.00
	SWMF 2	136393	CY	\$3.00	\$409,179.00
	FILL FROM PONDS TO LOTS	174238	CY	\$1.50	\$261,357.00
**	BUILD HOUSE PADS	208	EA	\$700.00	\$145,600.00
	PLACE & COMPACT	414665	CY	\$1.00	\$414,665.00
	CUT CURB PAD	16195	LF	\$1.00	\$16,195.00
				TOTAL	\$1,592,876.00
4A	OFFSITE FILL				
	IMPORT FILL FOR REMAINING LOTS	138989	CY	\$8.91	\$1,238,391.99
	IMPORT FILL FOR HOUSE PADS	68000	CY	\$8.91	\$605,880.00
	IMPORT FILL FOR ROADWAYS	101534	CY	\$8.91	\$904,678.01
	WITEDIAN DOLDWAYS		-	TOTAL	\$2,748,950.00
5	INTERIOR ROADWAYS		+,-+	210.00	2450.004.50
	MIAMI CURB SIDEWALKS	14775	LF	\$10.38	\$153,364.50
	DUMP & SPREAD LIME ROCK	12100 6100	SF	\$4.20 \$27.55	\$50,820.00
	FINISH & PRIME LIME ROCK	21210	SY	\$3.30	\$168,055.00 \$69,993.00
	1.25" S-3 ASPHALT	21210	SY	\$7.50	\$159,075.00
	STRIPING & SIGNAGE	1	LS	\$11,483.18	\$11,483.18
			+==+	TOTAL	\$612,790.68
5A	BRADDOCK ROAD IMPROVEMENTS		+		+5.2,750.00
	GENERAL CONDITIONS	1	LS	\$7,500.00	\$7,500.00
	MOT	1	LS	\$12,000.00	\$12,000.00
	MULTIUSE PATH DEMO	812	SY	\$9.61	\$7,803.32
	EARTHWORK	1	LS	\$19,500.00	
	18" RCP		LF	08004 8000	\$19,500.00
	IMPORT FILL	150	1	\$90.00	\$13,500.00
		750	CY	\$9.90	\$7,425.00
	PLACE & COMPACT STABILIZE SUBGRADE	750	CY	\$1.30 \$2.50	\$975.00
	ISTABILIZE STIPEDATE	3376	SY	W2 E0	\$8,440.00

	EMINUTE DOME	T	T		*******
	FINISH & PRIME	3376	SY	\$3.30	\$11,140.80
	1.25" S-3 ASPHALT	812	SY	\$10.00	\$8,120.00
	1.5" S-1 ASPHALT	2800	SY	\$9.95	\$27,860.00
	1" ASPHALT OVERLAY	3720	SY	\$7.40	\$27,528.00
	STRIPING & SIGNAGE	1	LS	\$25,000.00	\$25,000.00
	SEED & MULCH	1	LS	\$7,732.80	\$7,732.80
	AS-BUILTS	1	LS	\$7,500.00	\$7,500.00
	NAME OF THE PARTY		-	TOTAL	\$230,524.92
5B	BRADDOCK PARKWAY IMPROVEMENTS		-		
	CLEARING & GRUBBING	11	AC	\$4,500.00	\$4,500.00
	IMPORT FILL	6880	CY	\$9.90	\$68,112.00
	PLACE & COMPACT	6880	CY	\$1.30	\$8,944.00
	STABILIZE SUBGRADE	4873	SY	\$2.50	\$12,182.50
	CUT CURB PAD	1420	LF	\$1.00	\$1,420.00
	CITY STANDARD CURB	1420	LF	\$13.20	\$18,744.00
	SIDEWALKS	7000	SF	\$3.85	\$26,950.00
	SOD BEHIND CURB	2130	SF	\$0.50	\$1,065.00
	DUMP & SPREAD LIME ROCK	2150	TN	\$27.50	\$59,125.00
	FINISH & PRIME LIME ROCK	4873	SY	\$3.30	\$16,080.90
	2" S-1 ASPHALT	4873	SY	\$12.00	\$58,476.00
	ASBUILTS	1	LS	\$3,250.00	\$3,250.00
				TOTAL	\$278,849.40
5B.1	BRADDOCK PARKWAY STORM				
	15" HP	150	LF	\$58.48	\$8,772.00
	42" HP	540	LF	\$129.28	\$69,811.20
	ST220	1	EA	\$15,147.87	\$15,147.87
	ST221	1	EA	\$8,501.58	\$8,501.58
	ST222	1	EA	\$7,091.00	\$7,091.00
	ST223	1	EA	\$8,501.58	\$8,501.58
	ST224	1	EA	\$8,385.86	\$8,385.86
	ST225	1	EA	\$8,385.86	\$8,385.86
	ST217	1	EA	\$8,504.72	\$8,504.72
	ST-01 & 02	2	EA	\$1,442.38	\$2,884.76
	UNDERDRAIN STUBS	240	LF	\$28.98	\$6,955.20
	AS-BUILTS	1	LS	\$19,500.00	\$19,500.00
				TOTAL	\$172,441.63
52.B	BRADDOCK PARKWAY WATER				
	12"	820	LF	\$65.74	\$53,906.80
	16"	65	LF	\$136.38	\$8,864.70
	AS-BUILTS	1	LS	\$3,700.00	\$3,700.00
			- L	TOTAL	\$66,471.50
5B.3	BRADDOCK PARKWAY FORCEMAIN				
	12"	160	LF	\$96.28	\$15,404.80
	8"	840	LF	\$48.70	\$40,908.00
	6"	80	LF	\$49.09	\$3,927.20
	AS-BUILTS	1	LS	\$4,000.00	\$4,000.00
				TOTAL	\$64,240.00
					17 77 77 7
6	STORM - INTERIOR		1 1		
6	STORM - INTERIOR	590	LF	\$58.48	\$34.503.20
6		590 940	LF LF	\$58.48 \$63.74	\$34,503.20 \$59,915.60

	30"	960	LF	\$103.78	\$99,628.80
	36"	1020	LF	\$111.51	\$113,740.20
	48"	380	LF	\$154.22	\$58,603.60
	0-4 INLET	7	EA	\$7,091.00	\$49,637.00
	4-6 INLET	14	EA	\$4,974.13	\$69,637.82
	6-8 INLET	9	EA	\$6,211.48	\$55,903.32
	8-10 INLET	6	EA	\$8,385.86	\$50,315.16
	10-12 INLET	2	EA	\$8,501.58	\$17,003.16
	12-14 INLET	2	EA	\$15,174.87	\$30,349.74
	14-16 INLET	2	EA	\$17,344.03	\$34,688.06
	0-4 TYPE C DBI	1	EA	\$2,768.60	\$2,768.60
	4-6 TYPE C DBI	1	EA	\$6,778.49	\$6,778.49
	8-10 TYPE C DBI	1	EA	\$10,524.02	\$10,524.02
	0-4 TYPE E DBI	3	EA	\$4,140.81	\$12,422.43
	4-6 TYPE E DBI	1	EA	\$4,987.61	\$4,987.61
	12-14 TYPE E DBI	2	EA	\$7,500.02	\$15,000.04
	4-6 CS	2	EA		\$16,824.08
	6-8 CS			\$8,412.04 \$8,557.35	
		1	EA		\$8,557.35
	6-8 MANHOLE	2	EA	\$5,122.17	\$10,244.34
	8-10 MANHOLE		EA	\$9,087.64	\$9,087.64
	12-14 MANHOLE	1	EA	\$11,593.60	\$11,593.60
	14-16 MANHOLE	11	EA	\$27,392.79	\$27,392.79
	18 MES	2	EA	\$2,092.38	\$4,184.76
	24 MES	3	EA	\$2,751.22	\$8,253.66
	30 MES	1	EA	\$2,494.38	\$2,494.38
	36 MES	3	EA	\$3,396.64	\$10,189.92
	42 MES	2	EA	\$4,338.75	\$8,677.50
	48 MES	1	EA	\$4,686.50	\$4,686.50
	UNDERDRAIN STUBS	1800	LF	\$29.28	\$52,704.00
	EMERGENCY SPILLWAYS	2	EA	\$14,300.00	\$28,600.00
				TOTAL	\$1,030,218.37
7	WATER - INTERIOR				
	6"	1400	LF	\$41.07	\$57,498.00
	8"	7140	LF	\$45.24	\$323,013.60
	8" DI	20	LF	\$131.05	\$2,621.00
	10"	200	LF	\$56.39	\$11,278.00
	12"	1580	LF	\$65.74	\$103,869.20
	16"	15	LF	\$136.38	\$2,045.70
	6" VALVES	22	EA	\$1,543.69	\$33,961.18
	8" VALVES	22	EA	\$1,952.64	\$42,958.08
	10" VALVES	1	EA	\$2,926.57	\$2,926.57
	12" VALVES	5	EA	\$3,562.52	\$17,812.60
	16" VALVES	1	EA	\$7,305.35	\$7,305.35
	HYDRANTS	20	EA	\$2,998.65	\$59,973.00
	SAMPLE POINTS	11	EA	\$865.09	\$9,515.99
	FLUSHING HYDRANTS	10	EA	\$1,621.04	\$16,210.40
	SINGLE SHORT SERVICES	129	EA	\$851.49	\$109,842.21
	SINGLE LONG SERVICES	16	EA	\$1,034.22	\$16,547.52
	DOUBLE LONG SERVICES	41	EA	\$1,912.27	\$78,403.07
	LS SERVICE	1	EA	\$1,872.20	\$1,872.20
	TESTING	1	LS	\$6,760.00	\$6,760.00

	AS-BUILTS	1	LS	\$6,694.83	\$6,694.83
				TOTAL	\$911,108.50
8	GRAVITY SEWER - INTERIOR				
	8" SDR 26	7518	LF	\$63.00	\$473,634.00
	6" SDR 26	7294	LF	\$54.00	\$393,876.00
	AIR RELEASE MANHOLE	1	EA	\$11,150.00	\$11,150.00
	4-6' MANHOLES	11	EA	\$4,950.00	\$54,450.00
	6'-8' MANHOLES	8	EA	\$5,715.00	\$45,720.00
	8'-10' MANHOLES	6	EA	\$5,275.00	\$31,650.00
	10'-12' MANHOLES	2	EA	\$7,800.00	\$15,600.00
	12'-14' MANHOLES	3	EA	\$8,500.00	\$25,500.00
	14'-16' MANHOLES	1	EA	\$9,000.00	\$9,000.00
	TV LINES	15904	LF	\$2.75	\$43,736.00
	AS-BUILTS	1	LS	\$15,384.00	\$15,384.00
				TOTAL	\$1,119,700.0
9	FM & LS - INTERIOR				
	6"	980	LF	\$49.09	\$48,108.20
	6" VALVES	2	EA	\$834.60	\$1,669.20
	8" VALVES	2	EA	\$1,243.55	\$2,487.10
	12" VALVES	1	EA	\$2,392.52	\$2,392.52
	AIR RELEASE VAULT	1	EA	\$11,482.34	\$11,482.34
100	WET WELL	1	EA	\$88,296.00	\$88,296.00
	PUMP PACKAGE	1	LS	\$231,000.00	\$231,000.00
	14-16 JUNCTION MANHOLE	1	EA	\$20,187.84	\$20,187.84
	TV LINES	2060	LF	\$2.78	\$5,726.80
	AS-BUILTS	1	LS	\$4,450.00	\$4,450.00
				TOTAL	\$415,800.00
10	IMPORT FILL & LOT GRADING	1	LS	\$888,240.00	\$888,240.00
11	P&P BONDS	1	LS	\$99,400.41	\$99,400.41
		TOTAL JOB COS	Г		\$10,927,681.

for Director of Public Works

for General Counsel

WESTPORT LANDING PHASE ONE

A PORTION OF SECTION 38, BLOODWORTH DONATION AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

CAPTION:

A PORTION OF SECTION 38, BLOODWORTH DONATION AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF VILLAGES OF WESTPORT - PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGES 115 THROUGH 123 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID VILLAGES OF WESTPORT. - PHASE 2, THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE ONE(1) THENCE NORTH 89°11'16" WEST. A DISTANCE OF 260.79 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 36°01'37"; COURSE TWO(2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 440.15 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°46'32" WEST, 432.94 FEET TO THE END OF SAID CURVE; THENCE NORTH 26°33'07" WEST, DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, A DISTANCE OF 150.95 FEET TO THE POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 27°25'32": THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 502.60 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°44'08" WEST, 497.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 36°11'27" WEST, A DISTANCE OF 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 24°27'33"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 416.22 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°25'13" WEST, 413.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 60°39'00" WEST, A DISTANCE OF 230.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2220.00 FEET AND A CENTRAL ANGLE OF 05°17'57"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°17'58" WEST, 205.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°13'58": THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°56'04" WEST, 21.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 23°49'05" WEST, A DISTANCE OF 4.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND A CENTRAL ANGLE OF 04°21'04"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.31 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°38'33" WEST, 35.30 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 455.00 FEET AND A CENTRAL ANGLE OF 00°41'31", SAID POINT LYING ON THE SOUTHERLY LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS 20260, PAGE 1405, SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY AND NORTHWESTERLY, ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE ONE(1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°39'15" WEST, 5.49 FEET TO THE POINT OF TANGENCY; COURSE TWO(2) THENCE NORTH 90°00'00" WEST, A DISTANCE OF 5.07 FEET TO THE POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 04°47'47"; SAID POINT LYING ON THE WESTERLY LINE OF SAID LANDS AS RECORDED IN OFFICIAL RECORDS 20260, PAGE 1405, SAID PUBLIC RECORDS; THENCE NORTHWESTERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 39.76 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°38'50" WEST, 39.75 FEET; THENCE SOUTH 75°45'01" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 173.36 FEET; THENCE NORTH 18°54'11" WEST, A DISTANCE OF 325.58 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 198.47 FEET; THENCE NORTH 29°21'00" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.37 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°21'00" EAST, 35.36 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 29°21'00" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 174.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND A CENTRAL ANGLE OF 24°27'33"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°25'13" EAST, 146.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 36°11'27" EAST, A DISTANCE OF 141.82 FEET: THENCE NORTH 11°56'06" EAST, A DISTANCE OF 176.73 FEET; THENCE NORTH 25°03'10" WEST, A DISTANCE OF 262.74 FEET; THENCE NORTH 77°16'23" EAST A DISTANCE OF 324 SO FEET! THENCE SOUTH 56°59'07" FAST A DISTANCE OF 65 00 FEET; THENCE NORTH 33°00'53" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 56°59'07" EAST, A DISTANCE OF 40.00 FEET: THENCE NORTH 33°00'53" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 56°59'07" EAST, A DISTANCE OF 5.56 FEET; THENCE NORTH 33°00'53" EAST, A DISTANCE OF 775.71 FEET; THENCE SOUTH 59°58'09" EAST, A DISTANCE OF 934.55 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BRADDOCK ROAD, BEING A 66 FOOT RIGHT OF WAY; THENCE SOUTH 00°48'44" WEST, ALONG LAST SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 829.66 FEET; THENCE NORTH 89°11'16" WEST, DEPARTING LAST SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 31.64 FEET TO THE POINT OF

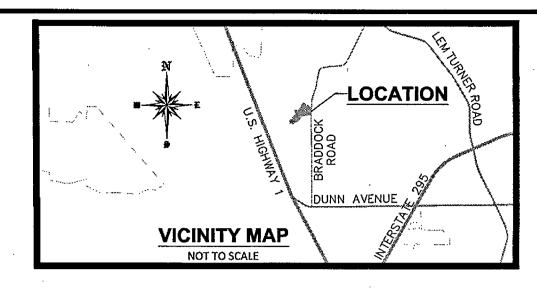
THE ABOVE DESCRIBED LANDS CONTAIN 50.2 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HERBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA

PROFESSIONAL SURVEYOR & MAPPER, LICENSE NUMBER 6223

SURVEYING AND MAPPING, LLC. CERTIFICATE OF AUTHORIZATION No. LB 7908



ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT LGI HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("OWNER") IS THE LAWFUL FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS WESTPORT LANDING PHASE ONE, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL RIGHTS OF WAY, ROADS, PARKWAYS, LANES, COURTS, WALKWAYS, SIDEWALKS, EASEMENTS FOR DRAINAGE, AND NON-ACCESS EASEMENTS, (EXCEPT ALL PRIVATE EASEMENTS AND CONSERVATION EASEMENTS WHICH SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS AS SHOWN HEREON,) ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS ("THE CITY"). THE DRAINAGE EASEMENTS OVER, UNDER, ACROSS AND THROUGH THE LAKES/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- THE STORMWATER MANAGEMENT FACILITIES, SWMF-01, SHOWN ON THIS PLAT ARE OWNED IN FEE SIMPLE TITLE BY THE ABUTTING OWNER(S), ITS SUCCESSORS AND ASSIGNS, AND ALL MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO SAID LAKES/STORMWATER MANAGEMENT FACILITIES ARE THE RESPONSIBILITY OF SAID OWNERS, ITS SUCCESSOR AND ASSIGNS. THE CITY OF JACKSONVILLE BY ACCEPTANCE OF THIS PLAT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SAID LAKES /STORMWATER MANAGEMENT FACILITIES, UPON FAILURE OF THE HOMEOWNERS ASSOCIATION OR OTHER SUCH ENTITY THAT HAS ASSUMED THE OBLIGATION OF MAINTENANCE PERTAINING TO SAID STORMWATER MANAGEMENT FACILITIES AS WELL AS TRACTS AND PARCELS ASSOCIATED WITH THOSE FACILITIES, THE OBLIGATION WOULD THEN FALL ON THE LOT OWNERS AS SHOWN
- OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE LAKES/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE WATER LEVEL INCLUDING THE REPAIR, REMOVAL OR REPLACEMENT OF THE LAKES/STORMWATER MANAGEMENT FACILITIES AND THE CONTROL STRUCTURES TO EFFECT ADEQUATE DRAINAGE FOR THE RIGHTS OF WAY DEDICATED HEREON.

LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGED ARISING FROM OR OUT OF ANY OCCURRENCE IN. UPON. AT OR FROM THE LAKES/STORMWATER MANAGEMENT FACILITIES DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF ITS AGENT, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITHIN "WESTPORT LANDING PHASE ONE". OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND **DESCRIBED AND CAPTIONED HEREON.**

THE UNDERSIGNED OWNER(S) DO HEREBY RESERVE UNTO THEMSELVES AND ASSIGNS, AN EASEMENT FOR LANDSCAPING AND CONSTRUCTION OF SIGNS OVER ALL NON ACCESS EASEMENTS, AND ALSO EASEMENT(S) OVER ALL THE LANDS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE MAINTENANCE RESPONSIBILITIES OF WHICH SHALL BE THOSE OF THE OWNER, ITS SUCCESSORS, AND ASSIGNS.

TRACTS "A" AND "B" (ACTIVE RECREATION PARK), TRACTS "D", "G", "K", "L" AND "O" (WETLAND TRACTS), TRACTS "C", "E", "F", "H", "J", "M" AND "N" (OPEN SPACE TRACTS), TRACT "U-1" (UPLAND BUFFER), TRACT "P" (STORMWATER MANAGEMENT TRACT) AND TRACT "L-1" (LANDSCAPE TRACT), ARE HEREBY IRREVOCABLY DEDICATED TO VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT, A NOT FOR PROFIT ORGANIZATION, ITS SUCCESSORS AND ASSIGNS.

TRACT "I" (LIFT STATION TRACT) IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE.

LANDSCAPE BUFFER TRACT

TITLE TO LANDSCAPE BUFFER TRACT "L-1" IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACT TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, OR OTHER THIRD PARTY THAT ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT. SUCH TRACT SHALL BE HELD AND USED BY OWNER, ITS SUCCESSORS AND ASSIGNS, AS A LANDSCAPE BUFFER FOR THE ADJACENT PUMP STATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 656.1223; CITY OF JACKSONVILLE ORDINANCE CODE.

OWNER HEREBY DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT ON, UPON, OVER, AND UNDER THE LANDSCAPE BUFFER TRACT, FOR ELECTRICAL, WATER REUSE, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND INGRESS AND EGRESS IN CONNECTION WITH JEA'S USE OF TRACT I (LIFT STATION).

OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE, INDEMNIFY JEA AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LANDSCAPE BUFFER TRACT, OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF TRACT I (LIFT STATION) OR JEA'S EASEMENT UPON THE LANDSCAPE BUFFER TRACT. OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL RESTORE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE LANDSCAPE BUFFER TRACT WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

WATER AND SEWER

THOSE EASEMENTS DESIGNATED AS "JEA UTILITY EASEMENTS" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION. MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER, AND/OR OTHER PUBLIC UTILITIES; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS. ELECTRIC

THOSE EASEMENTS DESIGNATED AS "JEA-E.E." ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM.

THOSE EASEMENTS DESIGNATED AS "JEA-E." ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE (A) IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM, AND (B) FOR METERS ASSOCIATED WITH WATER AND/OR SEWER UTILITIES; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS. **ACCESS**

THOSE "JEA ACCESS AND ELECTRICAL EASEMENTS" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE FOR (1) ACCESS TO THE JEA-E.E. AND JEA-E. EASEMENTS, (2) ADDITIONAL WORK SPACE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRIC UTILITY IMPROVEMENTS LOCATED WITHIN THE JEA-E.E. AND JEA-E. EASEMENTS, AND (3) THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRIC FACILITIES RUNNING PERPENDICULAR TO THE ELECTRIC FACILITIES LOCATED WITHIN THE JEA-E.E. AND JEA-E. EASEMENTS.

IN WITNESS WHEREOF LGI HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED MEMBER. THIS 9711 DAY OF MAY

LGI HOMES-FLORIDA, LLC FLORIDA LIMITED LIABILITY COMPANY BY: LGI HOMES-FLORIDA, LL BRIAN MARTIN OFFICER OF LGI HOMES-FLORIDA, LLC (PRINT NAME)

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF DUVAL

HH 290874

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF M PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 9 DAY OF HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME, OR WHO PRODUCED IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

COMMISSION NO.

MY COMMISSION EXPIRES

PRINT NAME

Notary Public. State Of Florida Commission No. HH 299874 My Commission Expires: 7/21/202

SAMUEL CIVIL

CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK PAGES UN SOUNTY, FLORIDA.

OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. ON THIS | 9 DAY OF MAY

JODY PHILLIPS CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED ACCEPTED AND APPROVED BY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA PURSUANT TO CHAPTER 654, OF THE ORDINANCE CODE.

DIRECTOR OF PUBLIC WORKS

PLAT CONFORMITY REVIEW:

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH TO FLORIDA STATUES CHAPTER 177, PART 1, FLORIDA STATUTES,

DANNY S. WHEELER, P.L.S. **PROFESSIONAL LAND SURVEYOR NUMBER 6902**

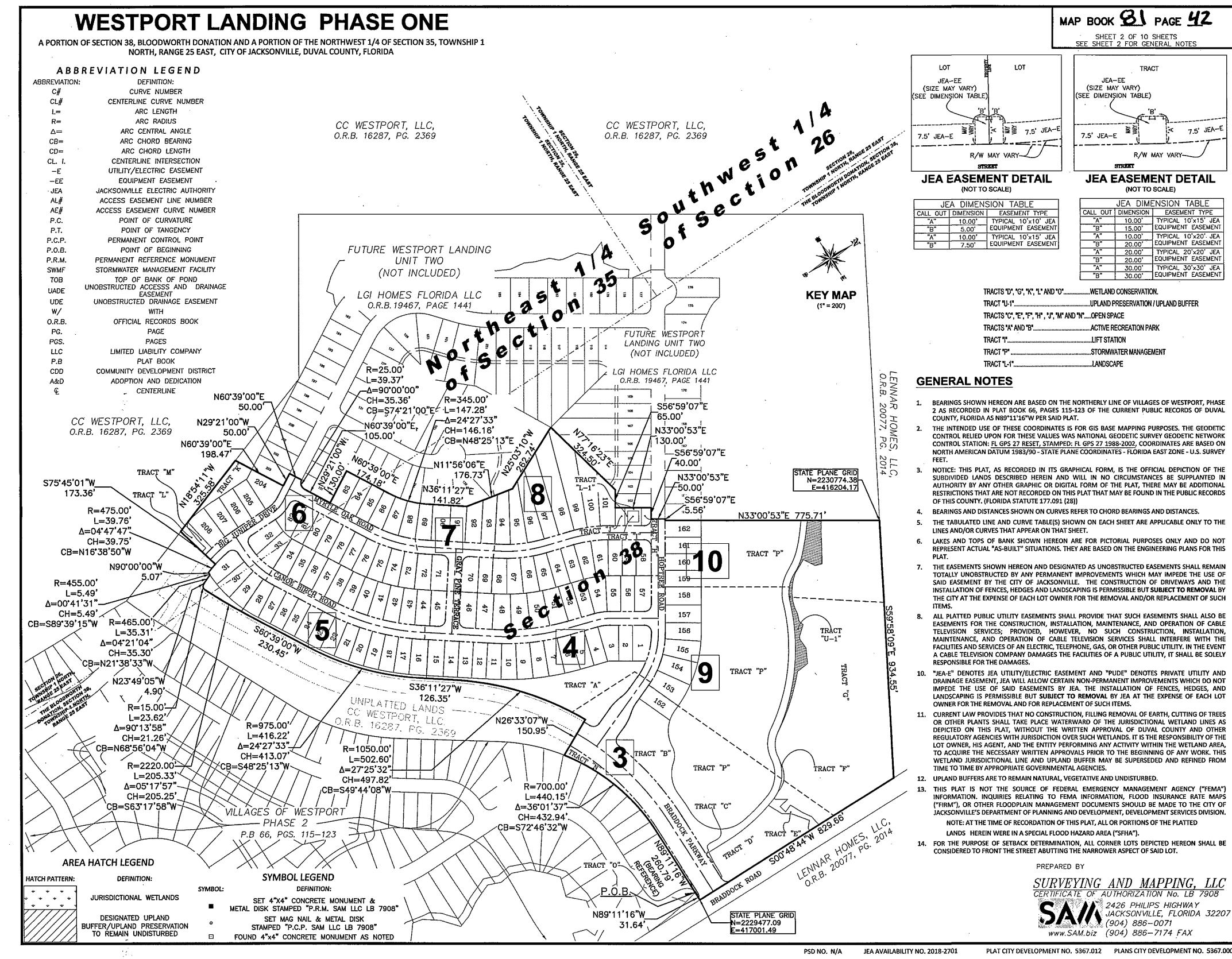
PREPARED BY

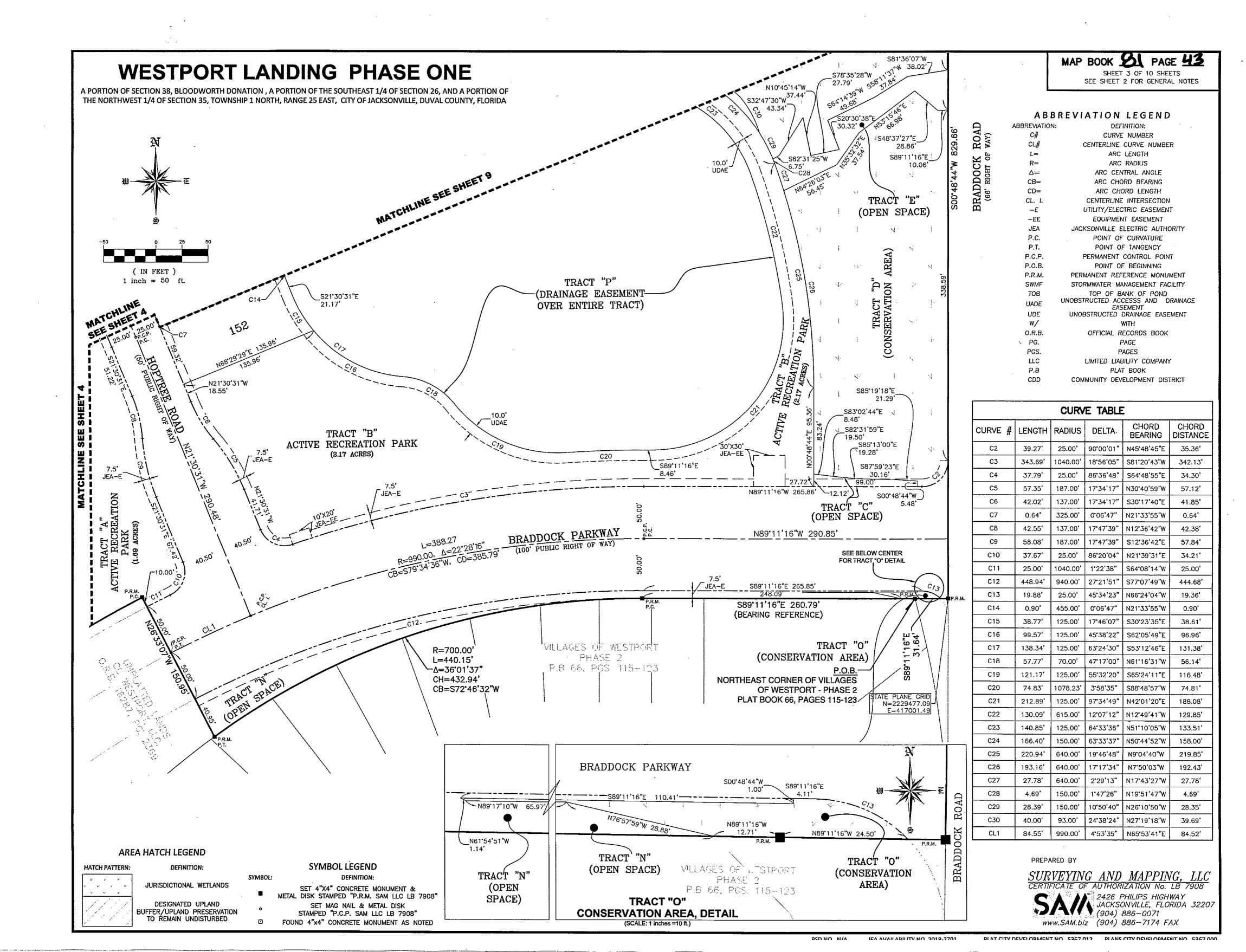
SURVEYING AND MAPPING, LLC 1 2426 PHILIPS HIGHWAY IACKSONVILLE, FLORIDA 3220

www.SAM.biz (904) 886-7174 FAX

(904) 886-0071

PSD NO. N/A JEA AVAILABILITY NO. 2018-2701 PLAT CITY DEVELOPMENT NO. 5367.012 PLANS CITY DEVELOPMENT NO. 5367.000





WESTPORT LANDING PHASE ONE

A PORTION OF SECTION 38, BLOODWORTH DONATION, A PORTION OF THE SOUTHEAST 1/4 OF SECTION 26. AND A

PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

MATCHLINE SEE SHEET 7

S36'11'27"W

MATCHLINE SEE SHEET 8

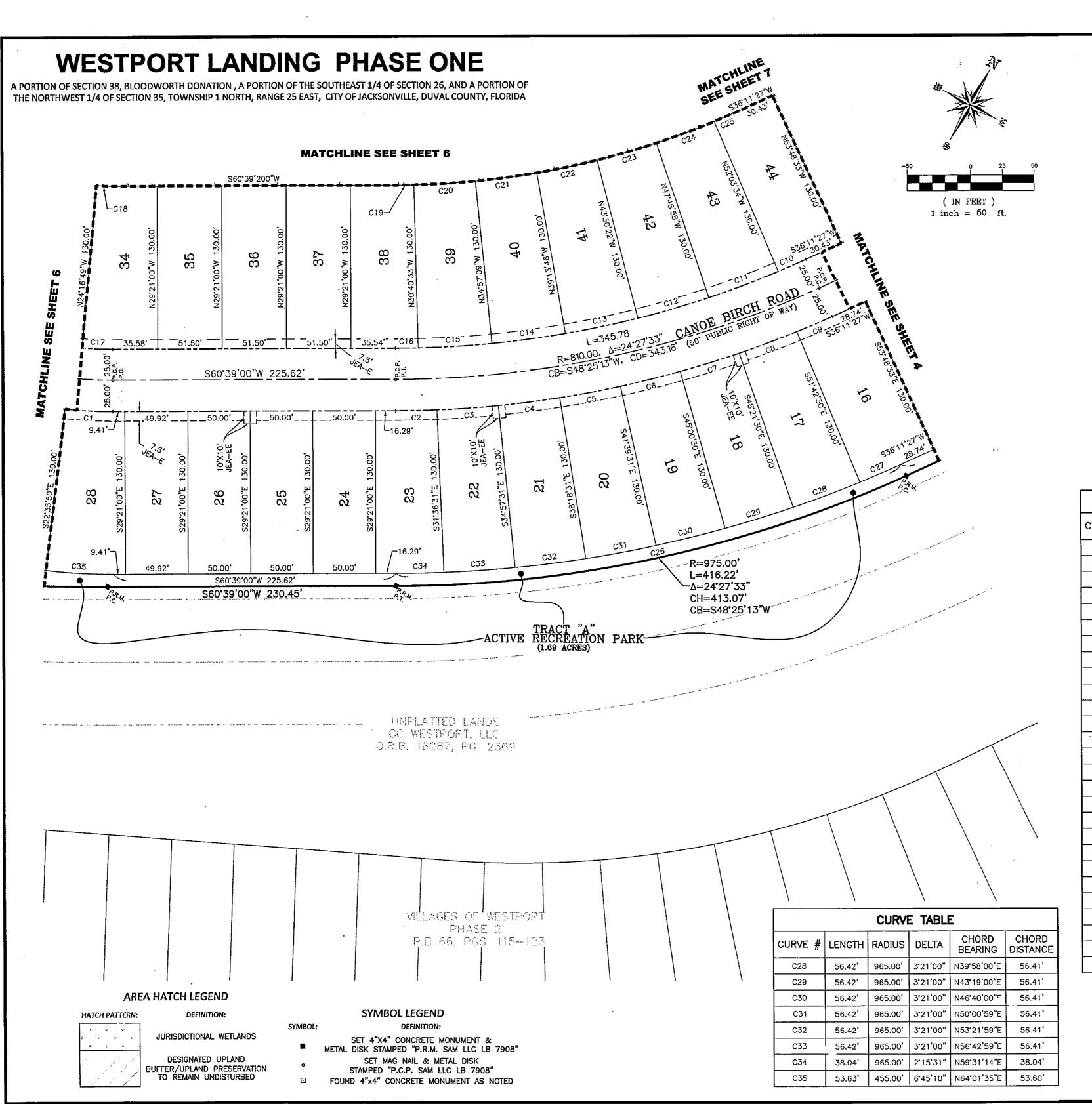
MAP BOOK B PAGE 44

MATCHLINE SEE SHEET 10

S33'00'53"W

SHEET 4 OF 10 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

FILE NO: C-1035



MAP BOOK 81 PAGE 45

SHEET 5 OF 10 SHEETS SEE SHEET 2 FOR GENERAL NOTES

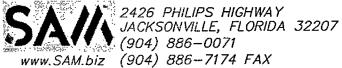
ABBREVIATION LEGEND

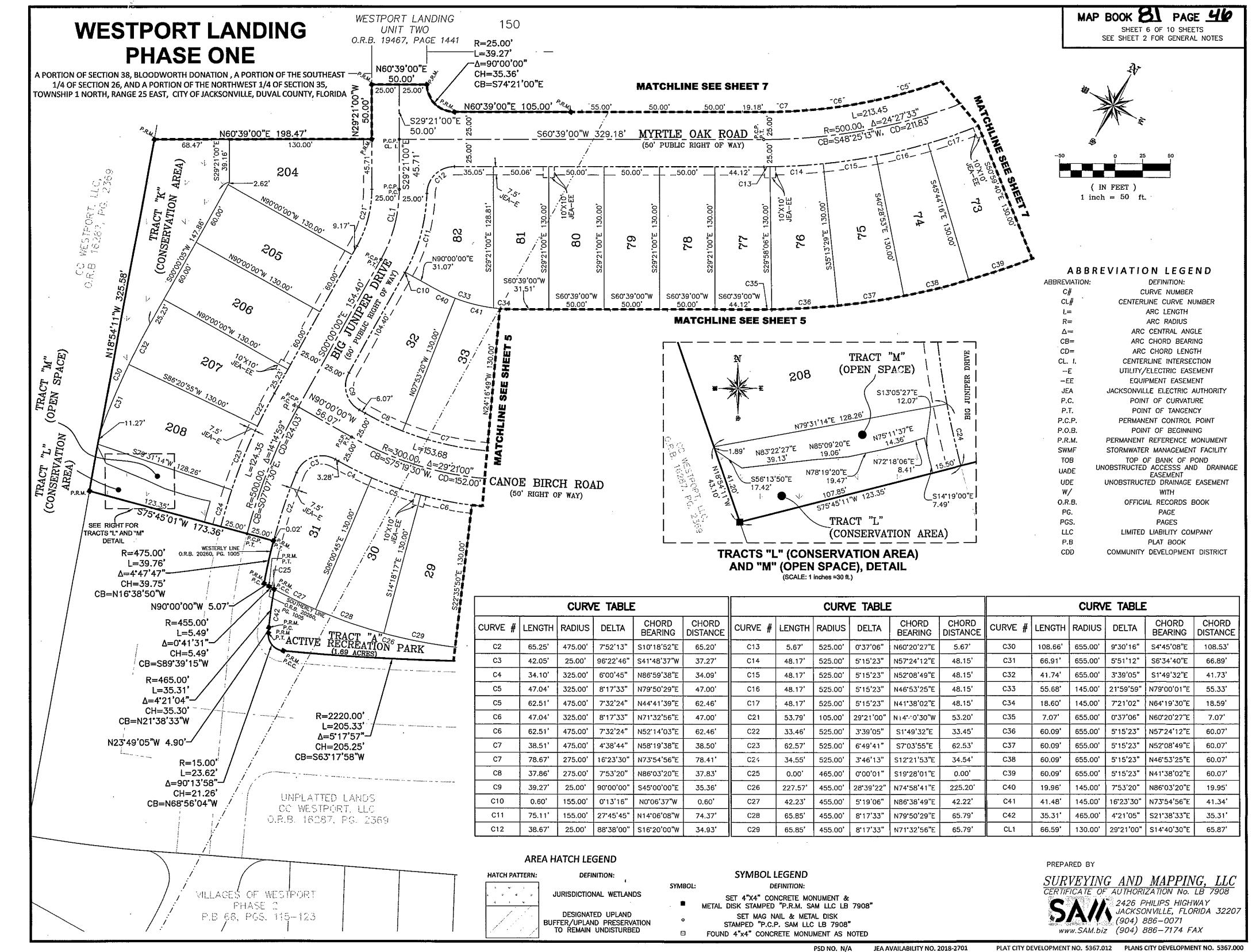
ARR	REVIATION LEGEND
BREVIATION:	DEFINITION:
C#	CURVE NUMBER
CL#	CENTERLINE CURVE NUMBER
L=	ARC LENGTH
R=	ARC RADIUS
Δ=	ARC CENTRAL ANGLE
CB=	ARC CHORD BEARING
CD=	ARC CHORD LENGTH
CL. I.	CENTERLINE INTERSECTION
−E	UTILITY/ELECTRIC EASEMENT
-EE	EQUIPMENT EASEMENT
JEA	JACKSONVILLE ELECTRIC AUTHORITY
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.C.P.	PERMANENT CONTROL POINT
P.O.B.	POINT OF BEGINNING
P.R.M.	PERMANENT REFERENCE MONUMENT
SWMF	STORMWATER MANAGEMENT FACILITY
TOB	TOP OF BANK OF POND
UADE	UNOBSTRUCTED ACCESSS AND DRAINAGE EASEMENT
UDE	UNOBSTRUCTED DRAINAGE EASEMENT
W/	WITH
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE .
PGS.	PAGES
LLC	LIMITED LIABILITY COMPANY
P.B	PLAT BOOK
CDD	COMMUNITY DEVELOPMENT DISTRICT

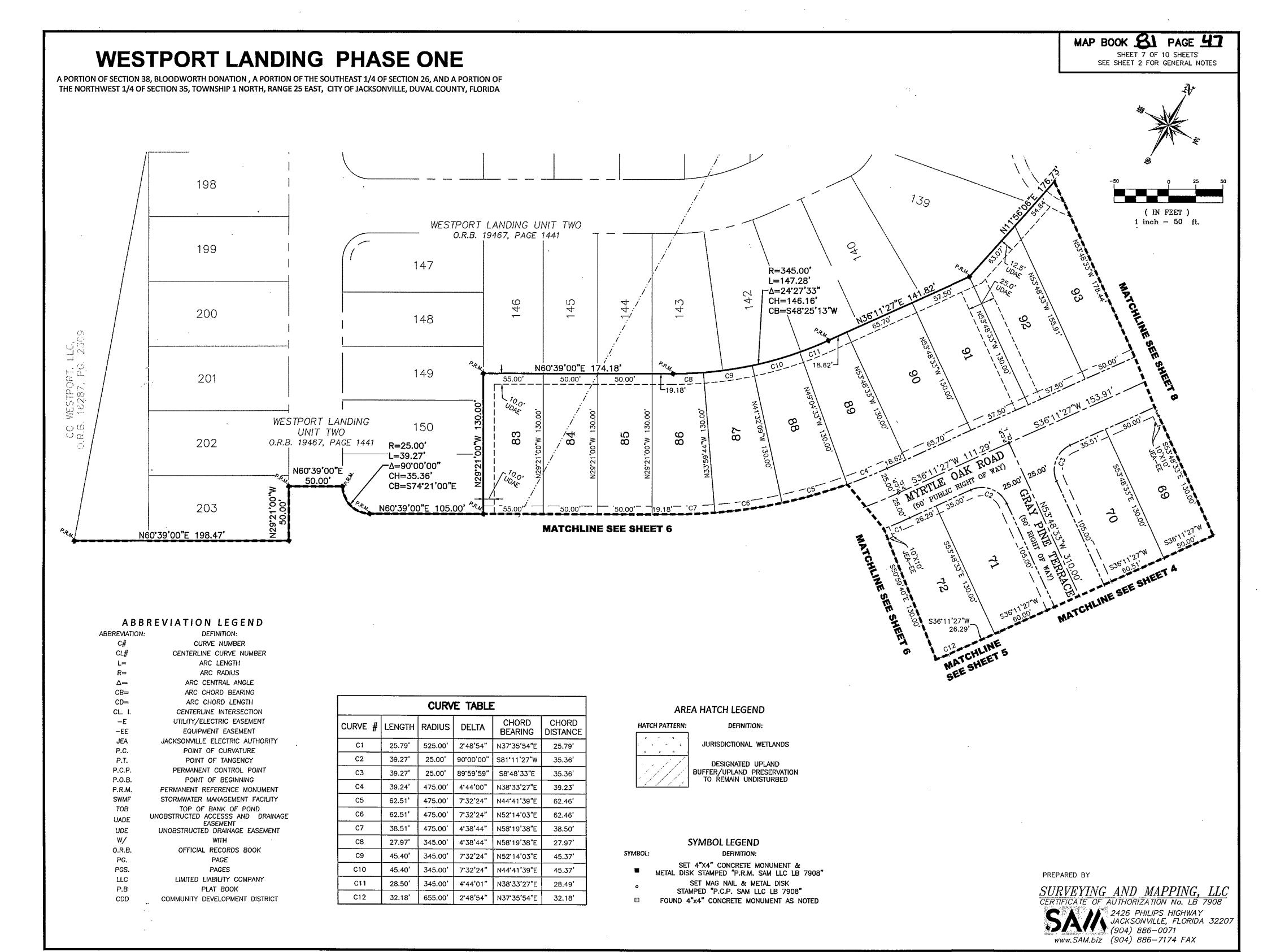
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.30'	325.00'	6°45'09"	N64°01'35"E	38.28'
C2	32.91'	835.00'	2'15'31"	N59'31'14"E	32.91'
C3	48.82'	835.00'	3'21'00"	N56*42'59"E	48.81'
C4	48.82	835.00'	3'21'00"	N53*21'59"E	48.81
C5	48.82'	835.00'	3°21'00"	N50°00'59"E	48.81
C6	48.82'	835.001	3°21'00"	N46'40'00"E	48.81'
C7	48.82'	835.00'	3'21'00"	N43'19'00"E	48.81
C8	48.82'	835.00'	3'21'00"	N39*58'00"E	48.81
C9	30.62'	835.00'	2'06'03"	N37*14'28"E	30.62'
C10	23.97'	785.00'	1*44'59"	N37*03'56"E	23.97'
C11	58.59'	785.00'	4*16'36"	N40°04'44"E	58.58
C12	58.59'	785.00'	4*16'36"	N44*21'20"E	58.58'
C13	58.59'	785.00'	4.16,36"	N48*37'56"E	58.58'
C14	58.59'	785.00'	4*16'36"	N52*54'32"E	58.58'
C15	58.59'	785.00'	4* 16'36"	N57'11'09"E	58.58'
C16	18.16	785.00'	1'19'33"	N59'59'13"E	18.16'
C17	140.87	275.00'	29*21'00"	N75'19'30"E	139.34
C18	12.83'	145.00'	5'04'11"	N63'11'05"E	12.83'
C19	15.16'	655.00'	1*19'33"	N59*59'13"E	15.16'
C20	48.89	655.00'	4'16'36"	N57'11'09"E	48.88'
C21	48.89'	655.00'	4'16'36"	N52*54'32"E	48.88
C22	48.89'	655.00'	4'16'36"	N48*37'56"E	48.88'
C23	48.89*	655.00'	4 16 36"	N44'21'20"E	48.88
C24	48.89	655.00'	4*16'36"	N40'04'44"E	48.88'
C25	20.00'	655.00'	1*44'59"	N37'03'56"E	20.00'
C26	411.95'	965.00'	24'27'33"	N48°25'13"E	408.83
C27	35.38	965.00'	2'06'03"	N37*14'28"E	35.38'

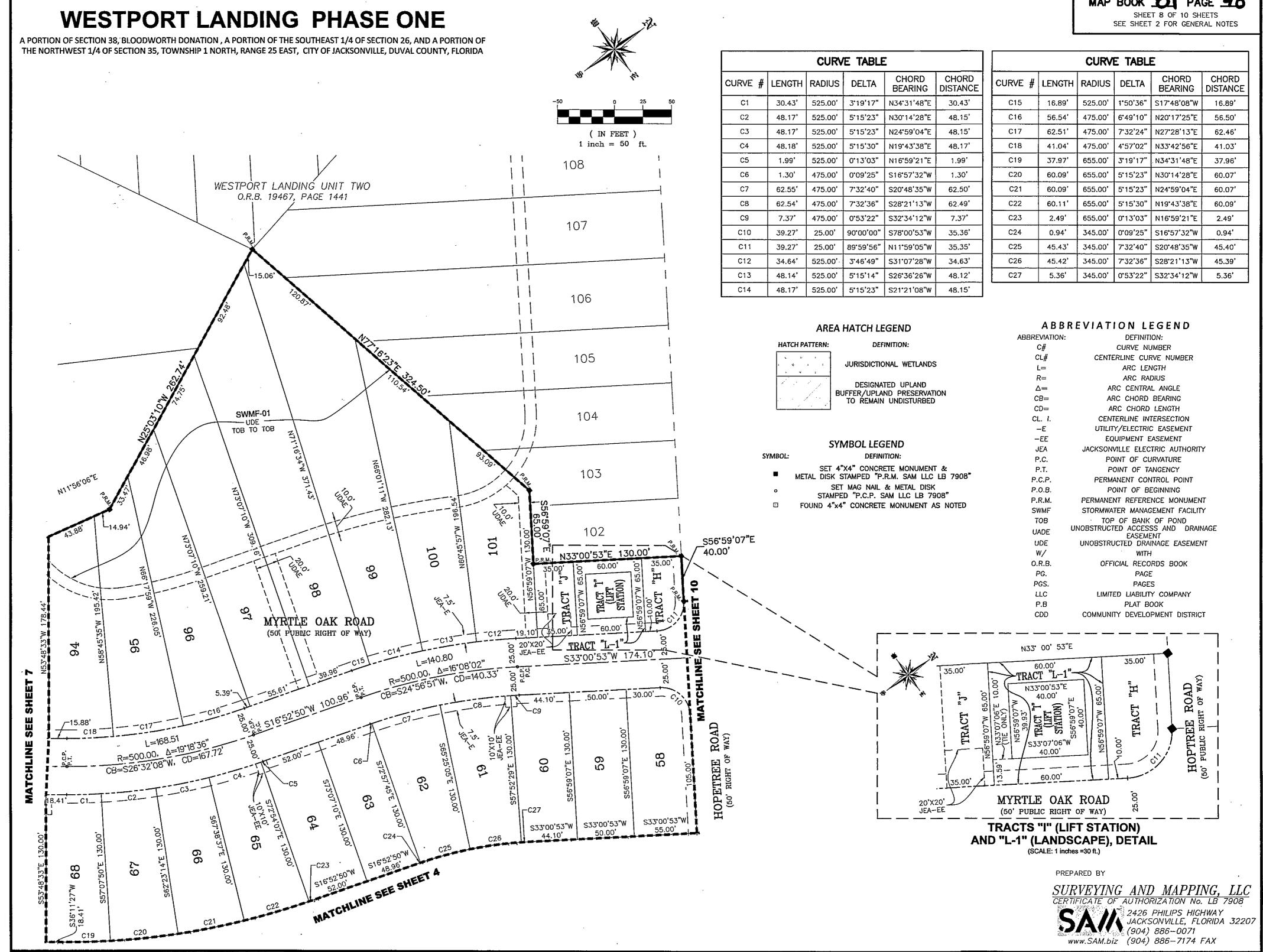
PREPARED BY

SURVEYING AND MAPPING, LLC CERTIFICATE OF AUTHORIZATION No. LB 7908

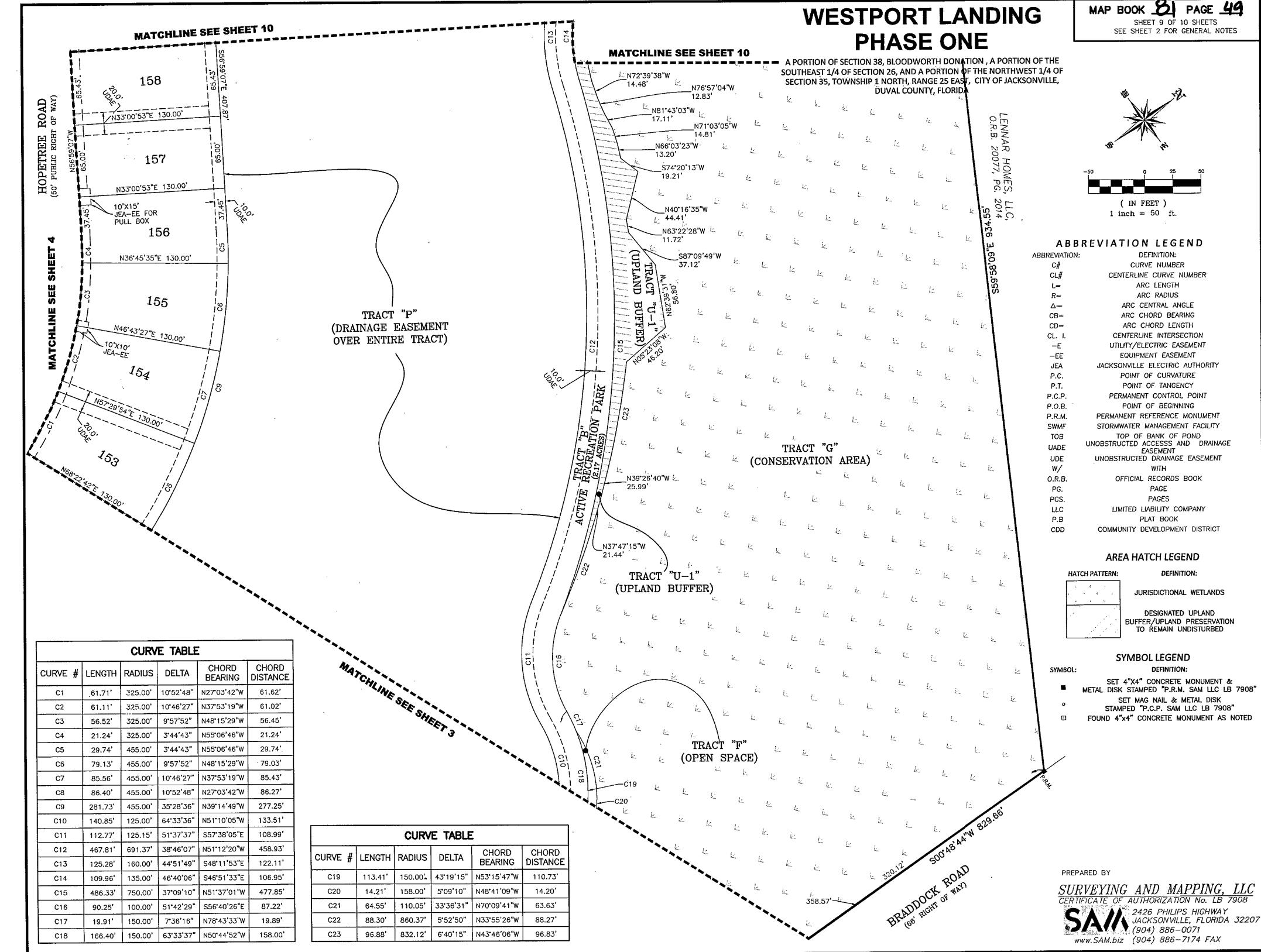








PSD NO. N/A

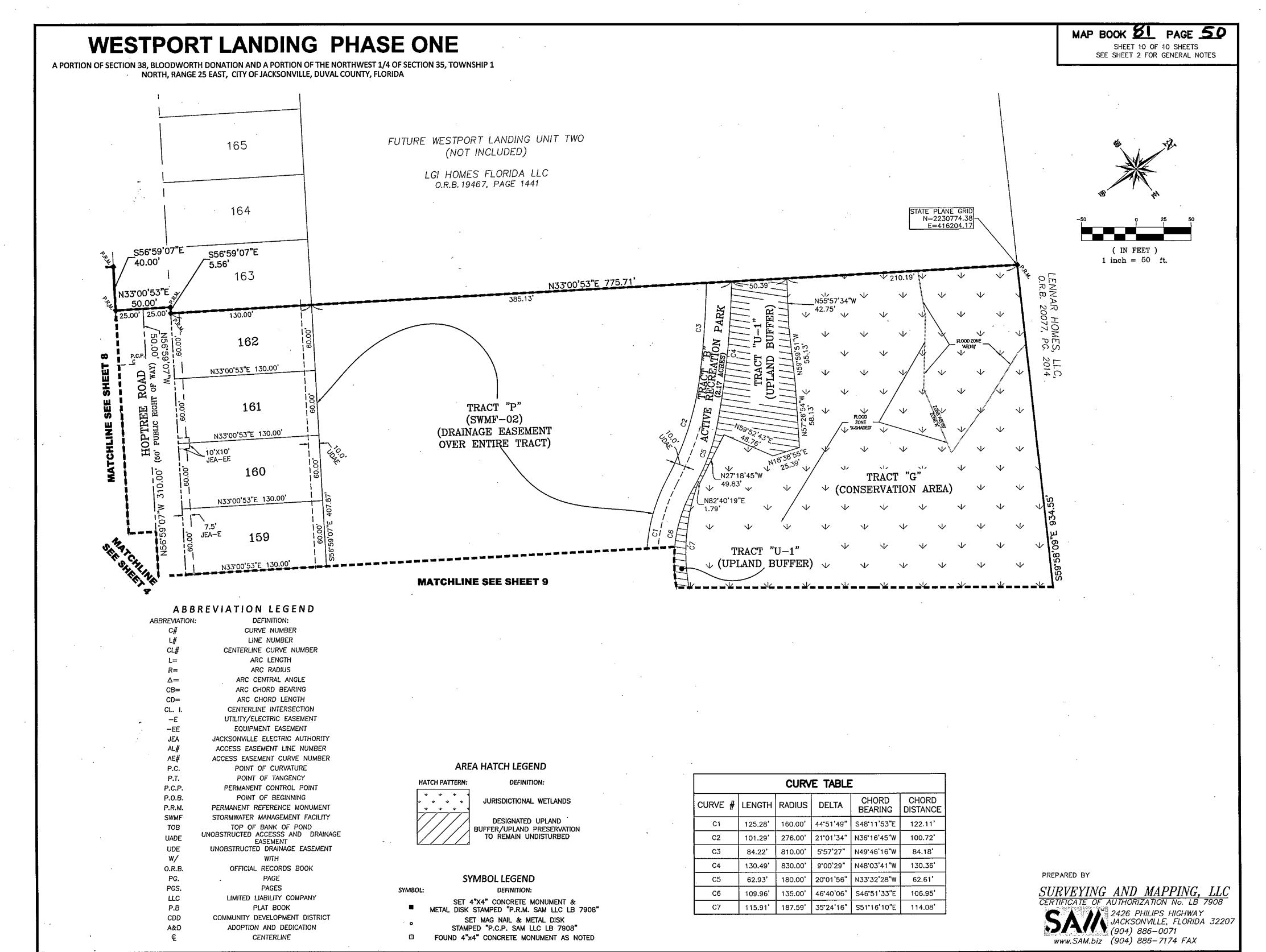


FILE NO: C-1035

PLAT CITY DEVELOPMENT NO. 5367.012 PLANS CITY DEVELOPMENT NO. 5367.000

JEA AVAILABILITY NO. 2018-2701

PSD NO. N/A



NOTICE OF COMMENCEMENT

(PREPARE IN DUPLICATE)

Permit No.	Tax Folio No
State of	County of
To whom it may concern:	
	improvements will be made to certain real property, and in atutes, the following information is stated in this NOTICE OF
Legal description of property being improved:	
Address of property being improved:	
General description of improvements:	
Address	
Owner's interest in site of the improvement	
Name	
Address	
Contractor	
Address	
Phone No	Fax No
Surety (if any)	
Address	Amount of bond \$
Phone No	Fax No
Name and address of any person making a loan to	·
Name	
	Fax No
PHONE NO.	
	than himself or herself, designated by owner upon whom
notices or other documents may be served:	
Name	
	Eav No.
Phone No	Fax No
In addition to himself or herself, owner designate provided in Section 713.06 (2) (b), Florida Statute	es the following person to receive a copy of the Lienor's Notice as es. (Fill in at Owner's option).
Name	
Address	
Phone No	Fax No
Expiration date of Notice of Commencement (the different date is specified):	expiration date is one (1) year from the date of recording unless a
THIS SPACE FOR RECORDER'S USE ONLY	OWNER
	Signed: DATE in the County of Duyal State of Florida, has personally appeared
	Before me this day of in the County of Duval, State of Florida, has personally appeared herein by himself/ herself and affirms that all statements and declarations herein
	are true and accurate
	Notary Public at Large, State of, County of,
	My commission expires:
	Personally Knownor Produced Identification

for Director of Public Works

for General Counsel

WESTPORT LANDING PHASE ONE

A PORTION OF SECTION 38, BLOODWORTH DONATION AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

CAPTION:

A PORTION OF SECTION 38, BLOODWORTH DONATION AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

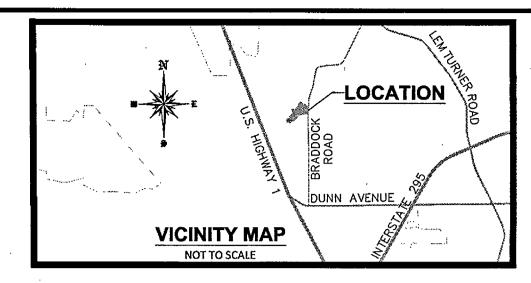
BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF VILLAGES OF WESTPORT - PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGES 115 THROUGH 123 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID VILLAGES OF WESTPORT. - PHASE 2, THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE ONE(1) THENCE NORTH 89°11'16" WEST. A DISTANCE OF 260.79 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 36°01'37"; COURSE TWO(2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 440.15 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°46'32" WEST, 432.94 FEET TO THE END OF SAID CURVE; THENCE NORTH 26°33'07" WEST, DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, A DISTANCE OF 150.95 FEET TO THE POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 27°25'32": THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 502.60 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°44'08" WEST, 497.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 36°11'27" WEST, A DISTANCE OF 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 24°27'33"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 416.22 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°25'13" WEST, 413.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 60°39'00" WEST, A DISTANCE OF 230.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2220.00 FEET AND A CENTRAL ANGLE OF 05°17'57"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.33 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°17'58" WEST, 205.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°13'58": THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°56'04" WEST, 21.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 23°49'05" WEST, A DISTANCE OF 4.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND A CENTRAL ANGLE OF 04°21'04"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.31 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°38'33" WEST, 35.30 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 455.00 FEET AND A CENTRAL ANGLE OF 00°41'31", SAID POINT LYING ON THE SOUTHERLY LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS 20260, PAGE 1405, SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY AND NORTHWESTERLY, ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO(2) COURSES AND DISTANCES: COURSE ONE(1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.49 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°39'15" WEST, 5.49 FEET TO THE POINT OF TANGENCY; COURSE TWO(2) THENCE NORTH 90°00'00" WEST, A DISTANCE OF 5.07 FEET TO THE POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 04°47'47"; SAID POINT LYING ON THE WESTERLY LINE OF SAID LANDS AS RECORDED IN OFFICIAL RECORDS 20260, PAGE 1405, SAID PUBLIC RECORDS; THENCE NORTHWESTERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 39.76 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°38'50" WEST, 39.75 FEET; THENCE SOUTH 75°45'01" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 173.36 FEET; THENCE NORTH 18°54'11" WEST, A DISTANCE OF 325.58 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 198.47 FEET; THENCE NORTH 29°21'00" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 50.00 FEET TO THE POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.37 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°21'00" EAST, 35.36 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 29°21'00" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 60°39'00" EAST, A DISTANCE OF 174.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET AND A CENTRAL ANGLE OF 24°27'33"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.28 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°25'13" EAST, 146.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 36°11'27" EAST, A DISTANCE OF 141.82 FEET: THENCE NORTH 11°56'06" EAST, A DISTANCE OF 176.73 FEET; THENCE NORTH 25°03'10" WEST, A DISTANCE OF 262.74 FEET; THENCE NORTH 77°16'23" EAST A DISTANCE OF 324 SO FEET! THENCE SOUTH 56°59'07" FAST A DISTANCE OF 65 00 FEET; THENCE NORTH 33°00'53" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 56°59'07" EAST, A DISTANCE OF 40.00 FEET: THENCE NORTH 33°00'53" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 56°59'07" EAST, A DISTANCE OF 5.56 FEET; THENCE NORTH 33°00'53" EAST, A DISTANCE OF 775.71 FEET; THENCE SOUTH 59°58'09" EAST, A DISTANCE OF 934.55 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BRADDOCK ROAD, BEING A 66 FOOT RIGHT OF WAY; THENCE SOUTH 00°48'44" WEST, ALONG LAST SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 829.66 FEET; THENCE NORTH 89°11'16" WEST, DEPARTING LAST SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 31.64 FEET TO THE POINT OF

THE ABOVE DESCRIBED LANDS CONTAIN 50.2 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA

		6 %
SIGNED AND SEALED THIS 12	DAY OF MAY	2023 A.D.
\ 0 \ \(\sum_{-1}^{-1} \)	11: 15: 222	
Jam 3.	homos	- = -
JOHN S. THOMAS		1.5
PROFESSIONAL SURVEYOR & MA	APPER, LICENSE NUMBER 6223	42
SURVEYING AND MAPPING, LLC.		



ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT LGI HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("OWNER") IS THE LAWFUL FEE SIMPLE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS WESTPORT LANDING PHASE ONE, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL RIGHTS OF WAY, ROADS, PARKWAYS, LANES, COURTS, WALKWAYS, SIDEWALKS, EASEMENTS FOR DRAINAGE, AND NON-ACCESS EASEMENTS, (EXCEPT ALL PRIVATE EASEMENTS AND CONSERVATION EASEMENTS WHICH SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS AS SHOWN HEREON,) ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS ("THE CITY"). THE DRAINAGE EASEMENTS OVER, UNDER, ACROSS AND THROUGH THE LAKES/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- THE STORMWATER MANAGEMENT FACILITIES, SWMF-01, SHOWN ON THIS PLAT ARE OWNED IN FEE SIMPLE TITLE BY THE ABUTTING OWNER(S), ITS SUCCESSORS AND ASSIGNS, AND ALL MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO SAID LAKES/STORMWATER MANAGEMENT FACILITIES ARE THE RESPONSIBILITY OF SAID OWNERS, ITS SUCCESSOR AND ASSIGNS. THE CITY OF JACKSONVILLE BY ACCEPTANCE OF THIS PLAT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SAID LAKES /STORMWATER MANAGEMENT FACILITIES, UPON FAILURE OF THE HOMEOWNERS ASSOCIATION OR OTHER SUCH ENTITY THAT HAS ASSUMED THE OBLIGATION OF MAINTENANCE PERTAINING TO SAID STORMWATER MANAGEMENT FACILITIES AS WELL AS TRACTS AND PARCELS ASSOCIATED WITH THOSE FACILITIES, THE OBLIGATION WOULD THEN FALL ON THE LOT OWNERS AS SHOWN
- OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE LAKES/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE WATER LEVEL INCLUDING THE REPAIR, REMOVAL OR REPLACEMENT OF THE LAKES/STORMWATER MANAGEMENT FACILITIES AND THE CONTROL STRUCTURES TO EFFECT ADEQUATE DRAINAGE FOR THE RIGHTS OF WAY DEDICATED HEREON.

LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGED ARISING FROM OR OUT OF ANY OCCURRENCE IN. UPON. AT OR FROM THE LAKES/STORMWATER MANAGEMENT FACILITIES DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OR OMISSION OF ITS AGENT, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITHIN "WESTPORT LANDING PHASE ONE". OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND **DESCRIBED AND CAPTIONED HEREON.**

THE UNDERSIGNED OWNER(S) DO HEREBY RESERVE UNTO THEMSELVES AND ASSIGNS, AN EASEMENT FOR LANDSCAPING AND CONSTRUCTION OF SIGNS OVER ALL NON ACCESS EASEMENTS, AND ALSO EASEMENT(S) OVER ALL THE LANDS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE MAINTENANCE RESPONSIBILITIES OF WHICH SHALL BE THOSE OF THE OWNER, ITS SUCCESSORS, AND ASSIGNS.

TRACTS "A" AND "'B" (ACTIVE RECREATION PARK), TRACTS "D", "G", "K", "L" AND "O" (WETLAND TRACTS), TRACTS "C", "E", "F", "H", "J", "M" AND "N" (OPEN SPACE TRACTS), TRACT "U-1" (UPLAND BUFFER), TRACT "P" (STORMWATER MANAGEMENT TRACT) AND TRACT "L-1" (LANDSCAPE TRACT), ARE HEREBY IRREVOCABLY DEDICATED TO VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT, A NOT FOR PROFIT ORGANIZATION, ITS SUCCESSORS AND ASSIGNS.

TRACT "I" (LIFT STATION TRACT) IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE.

LANDSCAPE BUFFER TRACT

TITLE TO LANDSCAPE BUFFER TRACT "L-1" IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACT TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, OR OTHER THIRD PARTY THAT ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT. SUCH TRACT SHALL BE HELD AND USED BY OWNER, ITS SUCCESSORS AND ASSIGNS, AS A LANDSCAPE BUFFER FOR THE ADJACENT PUMP STATION IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 656.1223; CITY OF JACKSONVILLE ORDINANCE CODE.

OWNER HEREBY DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT ON, UPON, OVER, AND UNDER THE LANDSCAPE BUFFER TRACT, FOR ELECTRICAL, WATER REUSE, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND INGRESS AND EGRESS IN CONNECTION WITH JEA'S USE OF TRACT I (LIFT STATION).

OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE, INDEMNIFY JEA AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LANDSCAPE BUFFER TRACT, OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF TRACT I (LIFT STATION) OR JEA'S EASEMENT UPON THE LANDSCAPE BUFFER TRACT. OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL RESTORE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE LANDSCAPE BUFFER TRACT WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

WATER AND SEWER

THOSE EASEMENTS DESIGNATED AS "JEA UTILITY EASEMENTS" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION. MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER, AND/OR OTHER PUBLIC UTILITIES; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS. ELECTRIC

THOSE EASEMENTS DESIGNATED AS "JEA-E.E." ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM.

THOSE EASEMENTS DESIGNATED AS "JEA-E." ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE (A) IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM, AND (B) FOR METERS ASSOCIATED WITH WATER AND/OR SEWER UTILITIES; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS. **ACCESS**

THOSE "JEA ACCESS AND ELECTRICAL EASEMENTS" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE FOR (1) ACCESS TO THE JEA-E.E. AND JEA-E. EASEMENTS, (2) ADDITIONAL WORK SPACE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRIC UTILITY IMPROVEMENTS LOCATED WITHIN THE JEA-E.E. AND JEA-E. EASEMENTS, AND (3) THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRIC FACILITIES RUNNING PERPENDICULAR TO THE ELECTRIC FACILITIES LOCATED WITHIN THE JEA-E.E. AND JEA-E. EASEMENTS.

IN WITNESS WHEREOF LGI HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED MEMBER. THIS 9711 DAY OF MAY

LGI HOMES-FLORIDA, LLC FLORIDA LIMITED LIABILITY COMPANY BY: LGI HOMES-FLORIDA, LL BRIAN MARTIN OFFICER OF LGI HOMES-FLORIDA, LLC (PRINT NAME)

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF DUVAL

HH 290874

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF M PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 9 DAY OF HOMES-FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME, OR WHO PRODUCED IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

COMMISSION NO.

MY COMMISSION EXPIRES

PRINT NAME

SAMUEL CIVIL Notary Public. State Of Florida Commission No. HH 299874 My Commission Expires: 7/21/202

CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK PAGES UN SOUNTY, FLORIDA.

OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. ON THIS | 9 DAY OF MAY

JODY PHILLIPS CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED ACCEPTED AND APPROVED BY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA PURSUANT TO CHAPTER 654, OF THE ORDINANCE CODE.

DIRECTOR OF PUBLIC WORKS

PLAT CONFORMITY REVIEW:

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH TO FLORIDA STATUES CHAPTER 177, PART 1, FLORIDA STATUTES,

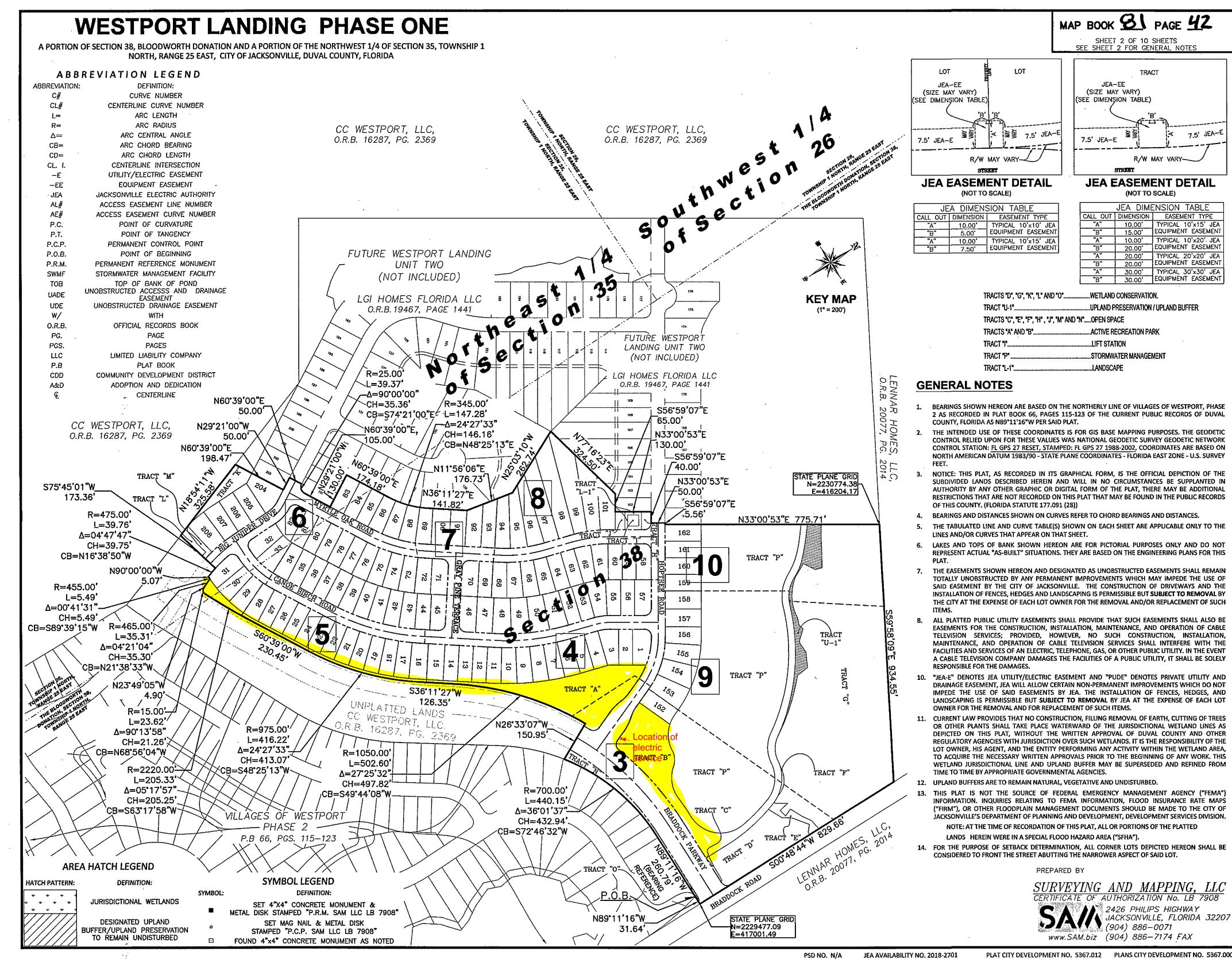
DANNY S. WHEELER, P.L.S. **PROFESSIONAL LAND SURVEYOR NUMBER 6902**

PREPARED BY

SURVEYING AND MAPPING, LLC 1 2426 PHILIPS HIGHWAY ACKSONVILLE, FLORIDA 3220

(904) 886-0071

www.SAM.biz (904) 886-7174 FAX PLAT CITY DEVELOPMENT NO. 5367.012 PLANS CITY DEVELOPMENT NO. 5367.000





RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Villages of Westport Community Development District ("District") prior to June 15, 2024, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2025"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," GMS North Florida, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida

Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: July 22, 2024

HOUR: 5:30 P.M.

LOCATION: Jacksonville Public Library – Highlands Branch

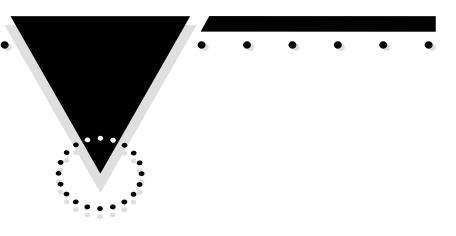
1826 Dunn Avenue, Jacksonville, FL 32218

- 4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Duval County at least 60 days prior to the hearing set above.
- **5. 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 3 and shall remain on the website for at least 45 days.
- 6. **PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Duval County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- 7. **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.
- **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF MAY 2024.

ATTEST:	VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT
	By:
Secretary	Its:

Exhibit A: Proposed Budget for Fiscal Year 2025



Proposed Budget FY 2025



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1-2	General Fund
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8-9	Special Assessment Bonds Series 2005A

Villages of Westport Community Development District General Fund Budget

Description	Adopted Budget FY 2024		Actual Thru 03/31/24		Projected Next 6 Months		Projected Thru 9/30/24		Proposed Budget FY 2025	
Revenues			_				_			
Maintenance Assessments - Tax Roll	\$	234,837	\$	231,685	\$	3,152	\$	234,837	\$	354,243
Maintenance Assessments - Direct	\$	98,718	\$		\$	98,718	\$	98,718	\$	136,449
Interest Income	\$	-	\$	17	\$	7	\$	24	\$	-
Interest Income - SBA	\$	-	\$	151	\$	150	\$	301	\$	-
Miscellaneous Income	\$	-	\$		\$	-	\$		\$	-
Total Revenues	\$	333,555	\$	231,853	\$	102,027	\$	333,880	\$	490,692
Expenditure										
Administrative										
Supervisor Fees	\$	4,800	\$	600	\$	2,400	\$	3,000	\$	4,800
Engineering	\$	-	\$	-	\$	2,500	\$	2,500	\$	5,000
Arbitrage	, \$	1,000	\$	-	\$	1,000	\$	1,000	\$	1,000
Assessment Roll	\$	5,000	\$	_	\$	5,000	\$	5,000	\$	5,000
Dissemination	\$	5,000	\$	1,100	\$	1,500	\$	2,600	\$	3,000
Amortization Schedule	\$	250	\$	-	\$	-	\$, -	\$, -
Attorney	\$	15,000	\$	6,359	\$	6,359	\$	12,718	\$	17,500
Annual Audit	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	5,000
Trustee Fees	, \$	3,720	\$	3,717	\$	-	\$	3,717	\$	3,720
Management Fees	, \$	27,500	\$	12,985	\$	25,970	\$	38,955	\$	40,903
Information Technology	\$	-	\$	600	\$	1,200	\$	1,800	\$	1,800
Website	\$	2,520	\$	900	\$	600	\$	1,500	\$	1,200
Telephone	\$	-	\$	93	\$	558	\$	651	\$	1,250
Postage	\$	250	\$	160	\$	48	\$	208	\$	250
Printing & Binding	\$	-	\$	34	\$	54	\$	88	\$	150
Insurance-Liability	\$	4,700	\$	4,358	\$	-	\$	4,358	\$	5,000
Insurance-Public Official	\$	3,863	\$	3,581	\$	-	\$	3,581	\$	4,000
Legal Advertising	\$	1,500	\$	80	\$	1,200	\$	1,280	\$	1,500
Other Current Charges	\$	1,000	\$	200	\$	300	\$	500	\$	1,000
Office Supplies	\$	-	\$	14	\$	42	\$	56	\$	100
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-	\$	175	\$	175
Total Administrative	\$	81,278	\$	34,956	\$	53,731	\$	88,687	\$	102,348
Field Operations										
Field Operations										
Common Area:	¢	10 200	۲	0.600	ċ	0.600	4	10 200	۲.	10 200
Field Services	\$	19,200	\$	9,600	\$	9,600	\$	19,200	\$	19,200
Landscape Maintenance	\$	54,000	\$	26,611	\$	26,610	\$	53,221	\$	54,517
Irrigation Repairs	\$	2,500	\$	3,054	\$	2,500	\$	5,554	\$	2,500
Lake Maintenance	\$	14,000	\$	6,913	\$	6,912	\$	13,825	\$	14,516
Repairs and Maintenance	\$	5,000	\$	1,826	\$	2,739	\$	4,565	\$	7,000
Contingency	\$	8,000	\$	- 40.00:	\$	4,000	\$	4,000	\$	8,000
Total Common Area	\$	102,700	\$	48,004	\$	52,361	\$	100,365	\$	105,733

Villages of Westport Community Development District General Fund Budget

·	-	Adopted		Actual	P	rojected	P	rojected	Proposed		
escription	Bud	Budget FY 2024		Thru 03/31/24		Next 6 Months		Thru 9/30/24		Budget FY 2025	
Amenity Center											
Facility/Pool Attendants	\$	-	\$	-	\$	29,400	\$	29,400	\$	29,40	
Janitorial	\$	11,000	\$	5,486	\$	5,460	\$	10,946	\$	10,92	
Pool Maintenance	\$	18,000	\$	7,309	\$	7,248	\$	14,557	\$	18,00	
Pool Chemicals	\$	-	\$	-	\$	-	\$	-	\$		
Pool Permits	\$	-	\$	-	\$	-	\$	-	\$	40	
Utilities - Water/Electric	\$	45,000	\$	15,665	\$	16,800	\$	32,465	\$	45,00	
Trash	\$	-	\$	179	\$	-	\$	179	\$	20	
Pest Control	\$	500	\$	262	\$	264	\$	526	\$	55	
Irrigation Repair	\$	3,000	\$	-	\$	1,500	\$	1,500	\$	3,00	
Insurance - Property	\$	7,230	\$	6,571	\$	-	\$	6,571	\$	7,88	
Telephone	\$	1,500	\$	633	\$	738	\$	1,371	\$	1,50	
Access Control	\$	1,700	\$	98	\$	294	\$	392	\$	1,70	
Community Events	\$	-	\$	-	\$	-	\$	-	\$		
Security Patrolling	\$	40,000	\$	-	\$	-	\$	-	\$	15,00	
Security Camera System/Monitoring	\$	6,120	\$	3,360	\$	3,360	\$	6,720	\$	7,05	
Facilities Maintenance - Contracted	\$	10,127	\$	5,446	\$	5,446	\$	10,892	\$	12,00	
Repairs and Maintenance - Amenity	\$	5,000	\$	-	\$	5,000	\$	5,000	\$	5,00	
Dues & Licenses	\$	400	\$	-			\$	-	\$		
Total Amenity	\$	149,577	\$	45,009	\$	75,510	\$	120,519	\$	157,61	
<u>Other</u>											
Capital Reserve	\$	-	\$	-	\$	-	\$	-	\$	25,00	
First Quarter Operating Capital	\$	-	\$	-	\$	-	\$	-	\$	100,00	
Total Other	\$	-	\$	-	\$	-	\$	-	\$	125,00	
Total Maintenance	\$	252,277	\$	93,013	\$	127,871	\$	220,884	\$	388,3	
Total Expenditures	\$	333,555	\$	127,969	\$	181,602	\$	309,571	\$	490,6	
Excess Revenues (Expenditures)	\$	-	\$	103,884	-\$	79,575	\$	24,309	\$		

		<u>FY24</u>	FY25	<u>Varience</u>
Net Assessments	\$	333,555	\$ 490,692	\$ 157,137
Collection Fees (7.5%)	\$	27,045	\$ 39,786	\$ 12,741
Gross Assessments	\$	360,600	\$ 530,478	\$ 169,878
No of Assessable Units		767	748	(19.00)
Net Assessment Per Unit	\$	435	\$ 656	\$ 221
Gross Assessment Per Unit (Includes 7.5% Collection Cost)	\$	470	\$ 709	\$ 239
Tax Roll Unit Direct Units Total	is	540 208 748		

GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem special assessment and on taxable property and unplatted lots within the District to fund general operating and maintenance expenditures for the Fiscal Year.

Interest Income

Represents estimated interest earnings from cash balances in the District's operating account with City National Bank and State Board Account.

Miscellaneous Income

Income received from rentals and other miscellaneous income.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each supervisor to be paid per meeting, for the time devoted to District business and board meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District is currently contracted with Prosser, Inc.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Capital Improvement Revenue Bonds, Series 2005A.

GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b) (5) which relates to additional reporting requirements for Capital Improvement Revenue Bonds, Series 2005A.

Attorney

The District's legal counsel, Kilinski Van Wyk PLLC, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis by an Independent Certified Public Accounting Firm. The District has contracted with Berger, Toombs, Elam, Gaines & Frank for these services. (\$4,625/year)

Trustee Fees

The District's Capital Improvement Revenue Bonds, Series 2005A will be held and administered with a Trustee.

Management Fees

The District has contracted with Governmental Management Services, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financials reporting, annual audits, etc.

<u>Information Technology</u>

The District incurs costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

<u>Postage</u>

Mailing of agenda packages, overnight deliveries, checks for vendors, and any other required correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc

GENERAL FUND BUDGET

Insurance - Liability

Represents the District's general liability, public officials liability and property insurance coverage, which will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

Advertising of monthly board meetings, public hearings, and any services that are required to be advertised for public bidding, i.e. audit services, engineering service, maintenance contracts and any other advertising that may be required.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the fiscal year.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

Field Operations (Common Area):

Field Services

The District is contracted with Vesta to provide onsite field management of contracts for District Services such as landscape maintenance. Services to include weekly site inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District will incur landscape maintenance expenses, which include mowing, edging, string-trimming, annual flower replacements, shrub and palm pruning, weeding, fertilization, pine straw, pest control and irrigation inspections during the fiscal year.

Landscape Contingency

To record the cost of landscape enhancements as well as any miscellaneous landscape items currently not budgeted or covered in landscape contract.

Irrigation Repairs

To record the cost of repairs to the irrigation system and preventative maintenance on the irrigation pump station.

GENERAL FUND BUDGET

Lake Maintenance

The District will contract to provide for the Stormwater management facilities that the CDD will own and maintain.

Repairs and Maintenance

Cost of repairs and maintenance throughout the common area of the District.

Amenity Center:

Pool Attendants

The cost to hire and supervise pool attendants used to help with running the amenity center's pool. Account line includes staff hours for the fiscal year, all related benefits, and a contingency for projects and pay increase.

Janitorial

The cost for Vesta to provide cleaning for amenity center.

Pool Maintenance

The District is contracted with Vesta to provide for the maintenance of the Amenity Center swimming pool.

Pool Permits

Represents Permit Fees paid to the Department of Health for the swimming pool.

<u>Utilities – Water/Electric</u>

The cost of electric to run the amenity center.

Trash

The cost of providing garbage disposal services.

Pest Control

This represents pest control of amenity center by contracted vendor.

Irrigation Repairs

The District will incur cost for irrigation repairs at the amenity center.

GENERAL FUND BUDGET

<u>Insurance - Property</u>

The District's Property Insurance policy will contract with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.

Telephone

The cost of phone services for amenity center.

Access Control

Represents the estimated cost for access cards used for entry to the District's Amenity Center.

Community Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Security Patrolling

The monthly service fee and maintenance costs associated with security patrolling provided by contracted vendor.

Security Camera System/Monitoring

The monthly service fee and maintenance costs associated with security camera system monitoring provided by contracted vendor.

Facilities Maintenance-Contracted

Represents regular repairs and replacements for District's Amenity Center provided by Vesta.

Other:

Capital Reserve

This amount is subject to change upon further completion of infrastructure supported by professional reserve study or engineer's estimate for annual funding.

Debt Service Fund Budget Series 2005A Bonds

			Adopted			Actual	Projected		Projected		Proposed			
Description	scription				Bud	get FY 2024	Thi	ru 03/31/24	Ne	kt 6 Months	Th	ru 9/30/24	Bu	dget FY 2025
Revenues														
Assessments - Tax Roll			\$	551,111	Ś	543,717	Ś	7,394	Ś	551,111	\$	551,111		
Assessments - Direct			\$	242,411	\$	-	\$	242,411	\$	242,411	\$	222,122		
Interest Income			\$	-	\$	21,469	\$	10,000	\$	31,469	\$	15,000		
Transfer In			\$	-	\$	2,125	\$	-	\$	2,125	\$	-		
Carry Forward Surplus			\$	-	\$	412,645	\$	-	\$	412,645	\$	437,885		
Total Revenues			\$	793,522	\$	979,956	\$	259,805	\$	1,239,761	\$	1,226,118		
<u>Expenditure</u>														
Interest - 11/1			\$	195,938	\$	195,938	\$	-	\$	195,938	\$	184,253		
Principal - 5/1			\$	410,000	\$	-	\$	410,000	\$	410,000	\$	435,000		
Interest - 5/1			\$	195,938	\$	-	\$	195,938	\$	195,938	\$	184,253		
Transfer Out			\$	-	\$	-	\$	-	\$	-	\$	-		
Total Expenditures			\$	801,876	\$	195,938	\$	605,938	\$	801,876	\$	803,505		
Excess Revenues			-\$	8,354	\$	784,018	-\$	346,133	\$	437,885	\$	422,613		
Beginning Fund Balance	\$	903,303							Int	erest - 11/1	\$	171,855		
Less: Debt Service Reserve	\$	(490,658)												
Carry Forward Surplus	\$	412,645												

Tax Collector

Product Type	Units	Debt	Gı	oss Total	Net Total		
Single Family	1	\$ -	\$	-	\$	-	
Single Family	45	\$ 577	\$	25,963	\$	24,016	
Single Family	1	\$ 673	\$	673	\$	623	
Single Family	493	\$ 1,154	\$	569,159	\$	526,472	
Total Units	540		\$	595,795	\$	551,111	

Direct

Product Type	Units	Debt	(Gross Total	Net Total
Single Family	208	\$ 1,154.48	\$	240,131.84	\$ 222,121.95

Villages of Westport Community Development District Series 2005A, Special Assessment Bonds (Term due 5/1/35)

Amortization Schedule

Date	Balance	Coupon	Principal Inte			Annual
						_
11/1/23	\$ 6,875,000	5.700%		\$	195,938	\$ -
5/1/24	\$ 6,875,000	5.700%	\$ 410,000	\$	195,938	\$ -
11/1/24	\$ 6,465,000	5.700%		\$	184,253	\$ 790,190
5/1/25	\$ 6,465,000	5.700%	\$ 435,000	\$	184,253	\$ -
11/1/25	\$ 6,030,000	5.700%		\$	171,855	\$ 791,108
5/1/26	\$ 6,030,000	5.700%	\$ 460,000	\$	171,855	\$ -
11/1/26	\$ 5,570,000	5.700%		\$	158 <i>,</i> 745	\$ 790,600
5/1/27	\$ 5,570,000	5.700%	\$ 490,000	\$	158,745	\$ -
11/1/27	\$ 5,080,000	5.700%		\$	144,780	\$ 793,525
5/1/28	\$ 5,080,000	5.700%	\$ 515,000	\$	144,780	\$ -
11/1/28	\$ 4,565,000	5.700%		\$	130,103	\$ 789,883
5/1/29	\$ 4,565,000	5.700%	\$ 545,000	\$	130,103	\$ -
11/1/29	\$ 4,020,000	5.700%		\$	114,570	\$ 789,673
5/1/30	\$ 4,020,000	5.700%	\$ 580,000	\$	114,570	\$ -
11/1/30	\$ 3,440,000	5.700%		\$	98,040	\$ 792,610
5/1/31	\$ 3,440,000	5.700%	\$ 610,000	\$	98,040	\$ -
11/1/31	\$ 2,830,000	5.700%		\$	80,655	\$ 788,695
5/1/32	\$ 2,830,000	5.700%	\$ 650,000	\$	80,655	\$ -
11/1/32	\$ 2,180,000	5.700%		\$	62,130	\$ 792,785
5/1/33	\$ 2,180,000	5.700%	\$ 685,000	\$	62,130	\$ -
11/1/33	\$ 1,495,000	5.700%		\$	42,608	\$ 789,738
5/1/34	\$ 1,495,000	5.700%	\$ 725,000	\$	42,608	\$ -
11/1/34	\$ 770,000	5.700%		\$	21,945	\$ 789,553
5/1/35	\$ 770,000	5.700%	\$ 770,000	\$	21,945	\$ -
11/1/35	\$ -	5.700%				\$ 791,945
Totals			\$ 6,875,000	\$	2,811,240	\$ 9,490,303



C.

Villages of Westport

Field Operations Report

Date of report: **April 12th, 2024**Submitted by: **Tim Harden**

Maintenance projects completed:

1. Staff replaced two broken pickets on the fence around the pool area.

Before



After



2. Staff had previously notified Jacksonville Public Works Dept of a sinkhole next to the storm drain adjacent to the athletic field at the amenity center. The hole was recently filled in.

Before



After



3. Staff replaced a broken toilet paper holder in the men's restroom.

Before



After



- 4. The JEA sign on the lift station on Digby Ln was replaced at staff request. The words on the old sign had worn off and the sign was no longer legible.
- 5. Staff noted that the area light located next to the playground was out. A new bulb was installed so that the playground area remains illuminated after dark.
- 6. Staff directed Yellowstone to replace the irrigation controller at the amenity center when the irrigation technician reported that it was no longer working.

Estimate for installing a six foot fence around the pool area

There is currently an issue with teens jumping the fence and entering the amenity center without proper authorization. The current four foot fence is not much of a deterrent and other CDD have had to increase the height of their fences to make it more difficult for anyone to jump over. A fence is likely to be a more cost effective solution long term, then adding onsite security. Staff obtained a proposal from Jax AA Fencing for a six foot fence of the same design as the one currently in place. Demolition of current fence and installation of the new fence would come to \$20,095.65. This proposal was mainly obtained for planning purposes in order for the Board to have an idea of the funding that would be required.

Pond Turnover at Creston

The two ponds at the back of the Creston neighborhood have been lost dozens of fish in the last few weeks. Residents have been complaining about the smell and the vultures that have been feeding on the dead fish. Staff has been removing the dead fish and disposing of them offsite. Solitude has been notified of the issue and they are convinced that this was caused by the ponds "turning over." This is a natural process that cannot be prevented. Pond turnover is the result of the water heating up in spring or early summer. The upper layer of water is rich in oxygen due to photosynthesis. The lower, cooler layer has much lower oxygen levels. This means that fish thrive in the top five to six feet of water. Large amounts of cold rainfall or a cold front that causes temperatures to drop overnight can cause the top layer to cool to the point that it sinks. This leads to an environment that fish cannot survive in. We will continue to monitor the situation and clean up the ponds to the best of our ability.

Gym maintenance contract

The Villages of Westport currently does not have a maintenance contract on the gym equipment. Operations staff regularly inspects the equipment, but we are not trained in equipment maintenance and repair. It is common practice for the Community Development Districts to keep a maintenance contract on the gym equipment. This will give the District some protection against legal liability if a resident happens to get injured while using the facilities. These contracts typically run between \$700 and \$800 per year but they are usually based on the number of pieces of equipment onsite. If money can be found in the budget it would be wise investment.

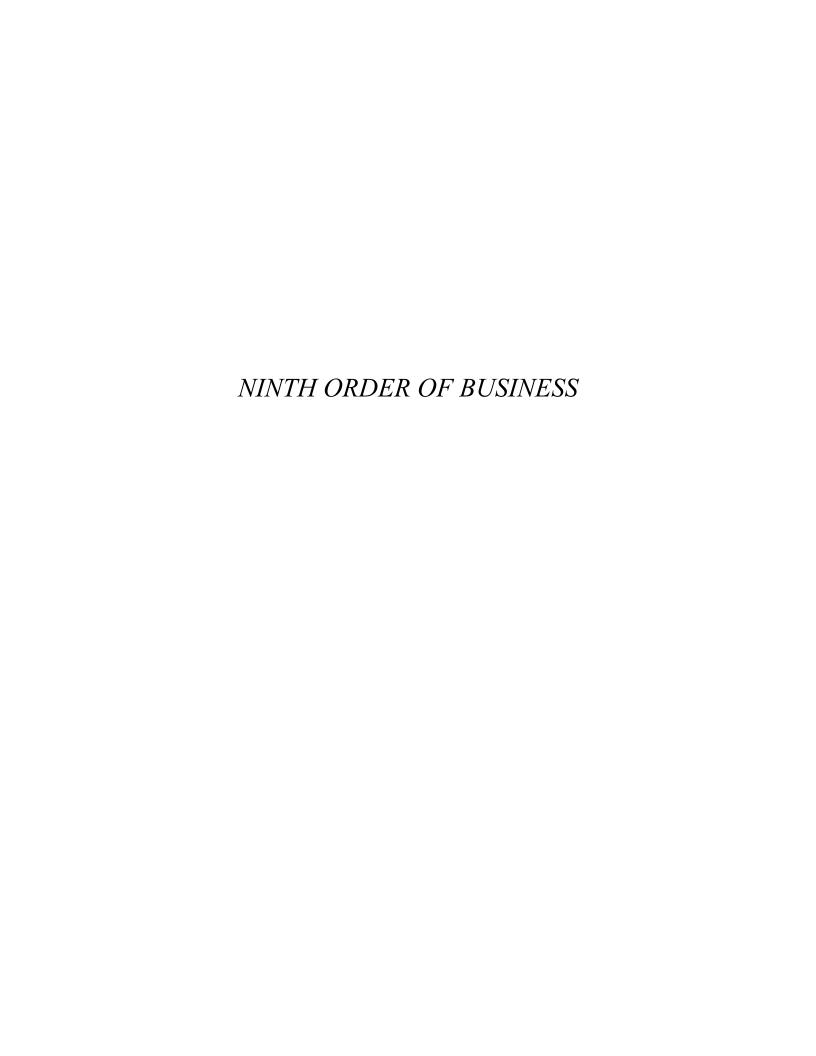
Ideas for enhacing the amenity center

The amenity center currently does not have a grill at the gazebo near the playground. A park style charcoal grill could be installed by staff to provide a place for residents to have a cook out. These grills cost between \$250 and \$300 on average.



If you have any comments or questions, feel free to contact me at tharden@vestapropertyservices.com.











(R)

May 7, 2024

Mr. Darrin Mossing District Manager Governmental Management Services 475 West Town Place, Suite 114 St. Augustine, FL 32092

Re: Level I Reserve Study for Villages of Westport CDD

Dear Mr. Mossing:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with a number of Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI* President & Reserve Analyst

CRShamand







Scope of Work for District Amenity Center, Sport Courts, Playground, Stormwater System, with components evaluated that include:

- Roof and exterior walls
- Interior finishes
- Mechanical, Electrical, Plumbing
- Fencing/Mailboxes
- Pavement/Walks/Curbs
- Fitness equipment

- Sport courts components
- Play equipment, misc. items
- Landscaping and irrigation systems
- Pools and equipment
- Other components identified at site visit.

Terms of Service

Physical Analysis

- The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- **Executive summary with current funding status, fund balances and assumptions.**
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- Inventory of major components with replacement cost, useful and remaining life projections.
- Various charts and photographs of major components.
- * Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

	Professional Fee: \$4,000.00- Deposit Required: \$2,000.00	
Authorized Signature: _	Title:	
Printed Name:	Date:	

Partial Client List

Community Development Districts

Tolomato, (Nocatee)

Amelia Concourse

Tisons Landing

Amelia Walk

South Village

Sampson Creek

Middle Village

Ridgewood Trails

Glen St. Johns

Bartram Springs

Rivers Edge

Aberdeen

Durbin Crossing

St. Johns Forrest

Dunes Utility

Double Branch

Pine Ridge

Brandy Creek

Turnbull Creek

Arlington Ridge

Magnolia West

Trails

Southaven

Madeira

Beach

Armstrong

Communities

Hammock Dunes Communities

Oueens Harbour - Jacksonville, FL

The Georgia Club - Statham, GA

Corolla Light POA - Corolla, NC

The Landings - Skidaway Island, GA

Beresford Hall Assembly - North Charleston, SC

Cumberland Harbour - St. Mary's, GA

Villas of Nocatee - Jacksonville, Fl

Vizcaya HOA - Jacksonville, FL

Cimarrone POA - St. Johns, FL

Deercreek Country Club Owners Association - Jacksonville, FL

Deerwood Country Club - Jacksonville, FL

Coastal Oaks - Ponte Vedra, FL

Preserve at Summer Beach - Fernandina Beach, FL

Amelia Park Neighborhood - Fernandina Beach, FL

Amelia Oaks - Fernandina Beach, FL

Coastal Oaks Amelia - Fernandina Beach, FL

Ovster Bay POA - Fernandina, FL

Oyster Bay Yacht Club - Fernandina, FL

Ocean Breeze HOA - Fernandina Beach, FL

The Enclave at Summer Beach - Fernandina Beach, FL

RiverPlace at Summer Beach - Fernandina Beach, FL

Amelia National - Fernandina, FL

Condominiums

Carlton Dunes - Amelia Island, FL

Spyglass Villas - Amelia Island, FL

Ocean Club Villas - Amelia Island, FL

Sand Dollar Condominium - Amelia Island, FL

Captain's Court - Amelia Island, FL

Dunes Club Villas - Amelia Island, FL

Villas at Summer Beach - Amelia Island, Fl

Beachwood Villas - Amelia Island, FL

Coastal Cottages - Amelia Island, FL

Harrison Cove - Amelia Island, FL

Marina San Pablo - Jacksonville, FL

Laterra at World Golf - St. Augustine, FL

Cumberland On Church - Nashville, TN

Surf Club III - Palm Coast, FL

The Peninsula - Jacksonville, FL

The Plaza at Berkman Plaza - Jacksonville, FL

1661 Riverside - Jacksonville, FL

Seascape - Jacksonville Beach, FL

Southshore Condominium - Jacksonville Beach, FL

Ocean Villas at Serenata Beach - St. Augustine, FL

Watermark - Jacksonville Beach, FL

Oceanic Condominium - Jacksonville Beach, FL

Ocean 14 Condominium - Jacksonville Beach, FL

Serena Point Condominium - Jacksonville Beach, FL

Oceania Condominium - Jacksonville Beach, FL

Active Adult Communities

Del Webb Ponte Vedra - Ponte Vedra, FL

Stone Creek by Del Webb - Ocala, FL

Villages of Seloy - St. Augustine, FL

Cascades at World Golf Village - St. Augustine, FL

The Haven at New Riverside – Bluffton, SC

Artisan Lakes – Jacksonville, FL

Religious/Schools

St. Mark's Episcopal Church - Brunswick, GA

Memorial Presbyterian - St. Augustine, FL

Grace Mem. Presbyterian - St. Augustine, FL

Trinity Episcopal Church - St. Augustine, FL

St. Mark's Towers - Brunswick, GA

Isle of Faith Methodist - Jacksonville, FL

Deermeadows Baptist - Jacksonville, FL

Frederica Academy - St. Simons Island, GA

Fishburne Military School - Waynesboro, VA

The Greenwood School - Jacksonville, FL

Reserve Analyst & Inspector's Credentials

Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

Education - Virginia Polytechnic Institute & State University - BS

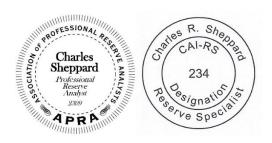
License - Certified General Contractor, Certified Home Inspector - Florida

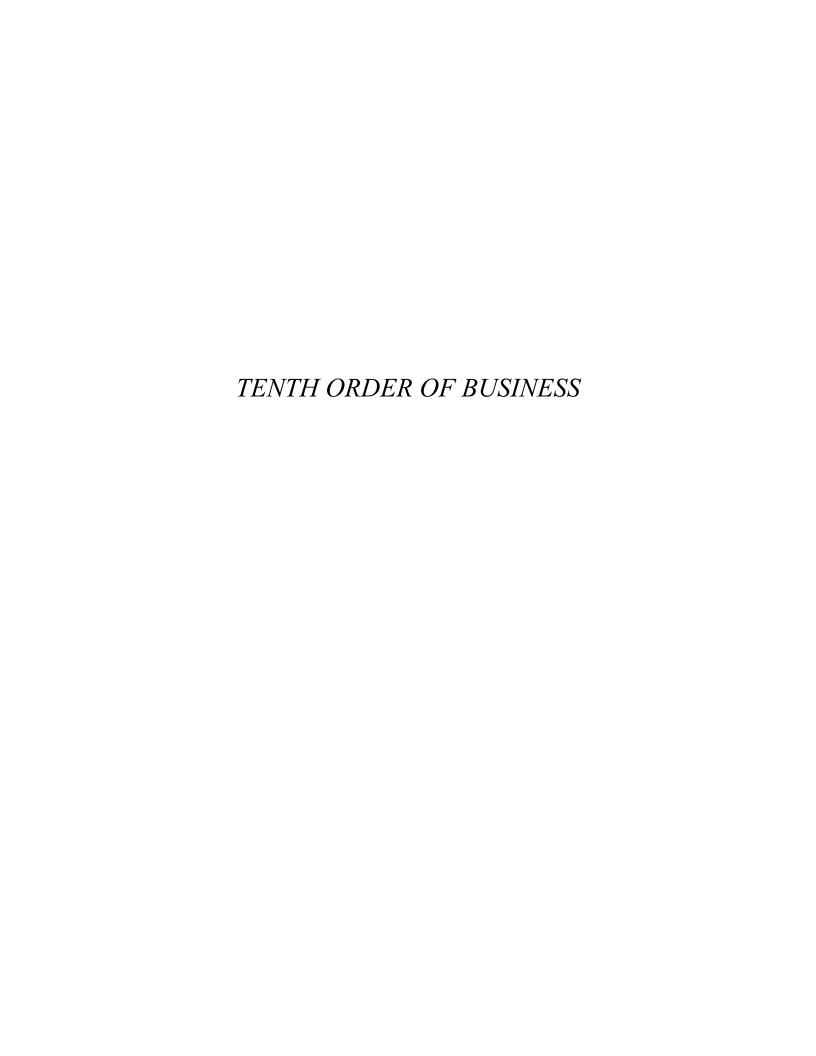
Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI





LICENSE AGREEMENT BY AND BETWEEN THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT AND TNT FITNESS JAX LLC REGARDING THE USE OF THE DISTRICT'S AMENITY FACILITY

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 6th day of March, 2024, by and between:

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Duval County, Florida, with a mailing address care of Governmental Management Services, LLC, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "District"), and

TNT FITNESS JAX LLC, a Florida limited liability company, with a mailing address of 12337 Dewhurst Circle, Jacksonville, Florida 32218 (the "Licensee," together with the District, the "Parties" and separately, "Party").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains amenity facilities, which include an athletic field and other facilities as District improvements, as shown on $\underline{\textbf{Exhibit A}}$, attached hereto and incorporated herein by reference (together, the "Athletic Field"); and

WHEREAS, Licensee approached the District and desires to make use of the District's Athletic Field for hosting bootcamp fitness classes (the "Program"), as described in **Exhibit B**, attached hereto and incorporated herein by reference; and

WHEREAS, the District is willing to allow the Licensee to make use of the Athletic Field as specifically set forth herein, provided that such use does not impede the District's operation of the Athletic Field as a public improvement and such use is in compliance with this License Agreement; and

WHEREAS, the District Board of Supervisors (the "Board") has determined that providing the Licensee with the ability to use the Athletic Field is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

WHEREAS, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.
- 2. GRANT OF LICENSE. The District hereby grants to Licensee a nonexclusive license to use the Athletic Field for operation of the Program, in accordance with the terms and conditions contained herein and in the exhibits hereto (the "License"). As consideration for said use of the Athletic Field, Licensee agrees to the following conditions:
- A. Licensee's access is limited to the Athletic Field, as set forth in **Exhibit A**, and the parking lots serving such facilities only. Use of the Athletic Field is limited to the dates, times and uses specified herein and no other this License is for operation of the Program. The District reserves all rights and privileges in and to the District's property, including the Athletic Field. This License for the Athletic Field is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied. No other use of, or access to, the District's recreational facilities is permitted without prior written consent of the District through its designee.
- **B.** Licensee's access to the Athletic Field is limited to the schedule set forth in **Exhibit B**. This Agreement does not grant access to the Athletic Field at any other days or times except as set forth herein and as coordinated and approved by the District's designee(s). The District's designees for purposes of this Agreement shall be its District Manager and its Amenity Manager.
- C. The Parties acknowledge that weather conditions may affect the use of the Athletic Field at any given time. The District shall have the right to temporarily close the Athletic Field on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Athletic Field. Any make-up days or times shall be in the District's sole discretion.
- **D.** Only District residents, paid users, and Licensee's staff are permitted to use the Athletic Field pursuant to this License. Nonresidents that are not guests in conformance with the District's adopted *Amenity Policies* are prohibited.
- **E.** This License does not guarantee exclusive use of the Athletic Field. Licensee's use of the Athletic Field shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.
- **F.** Licensee's use of the Athletic Field shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies by all users under this Agreement.
- **G.** Licensee shall use its reasonable best efforts to obtain an executed release and waiver signed by each of Licensee's guests using the Athletic Field pursuant to his License. A sample release and waiver are attached hereto as **Exhibit C**.

- **H.** As a condition of the grant of this License, Licensee agrees that it will not expand its footprint beyond the current usage that is reflected in Exhibit A.
- I. The grant of this License is further conditioned on Licensees compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, health department requirements, fire code and other laws (the "Laws"). It is Licensees responsibility to know, understand and follow such Laws.

District agrees to maintain the following for the term of the License:

- **J.** The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement.
- **K.** The District shall not be responsible for the personal safety of Licensee's invitees, participants, or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment stored on site, or any other losses incurred by Licensee or its invitees.
- **3. TERM.** The initial term of the License shall be for one year unless terminated or revoked pursuant to this Agreement. This Agreement may be renewed for additional terms, upon coordination of a mutually acceptable schedule with the District, which must be approved in writing.
- 4. Suspension, Revocation and Termination. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked upon thirty (30) days' written notice, with or without cause, by either party. This License may be terminated for cause immediately upon written notice to the breaching party; however, the Parties to this Agreement agree to act in good faith to resolve issues to the extent possible. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously remove any equipment stored. No further payments will be due after termination or revocation of this License. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. INSURANCE AND INDEMNITY.

- A. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$100,000 damage to rented premises coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement.
- **B.** Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.
- **6. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Villages of Westport CDD

475 West Town Place, Suite 114

St. Augustine, FL 32092 Attn: District Manager

With a copy to: Kilinski | Van Wyk, PLLC

517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to Licensee: TNT Fitness JAX LLC

12337 Dewhurst Circle Jacksonville, Florida 32218 Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Licensee may deliver Notice on behalf of the District and Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

- 7. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage and recognizes that the District's facilities, including the Athletic Field, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensees use. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the Athletic Field under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.
- **8. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- 9. CONTROLLING LAW; VENUE; REMEDIES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.
- 10. 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.
- 11. Non-Transfer. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.
- 12. ENTIRE AGREEMENT. This is the entire agreement of the Parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both Parties. This Agreement supersedes any prior agreement between the District and Licensee regarding the use of the Athletic Field. This Agreement shall not be recorded in the public records.

13. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, HMCGAFFNEY@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.

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

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

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

Yashekia Scarlett

Chair/Vice Chair, Board of Supervisors

TNT FITNESS JAX LLC, a Florida limited liability company

Terry McGriff II

By: Terry McGriff II

Its: Manager

Exhibit A: Amenity Facility Map

Exhibit B: Schedule of Bootcamp Fitness Classes

Exhibit C: Form of Waiver

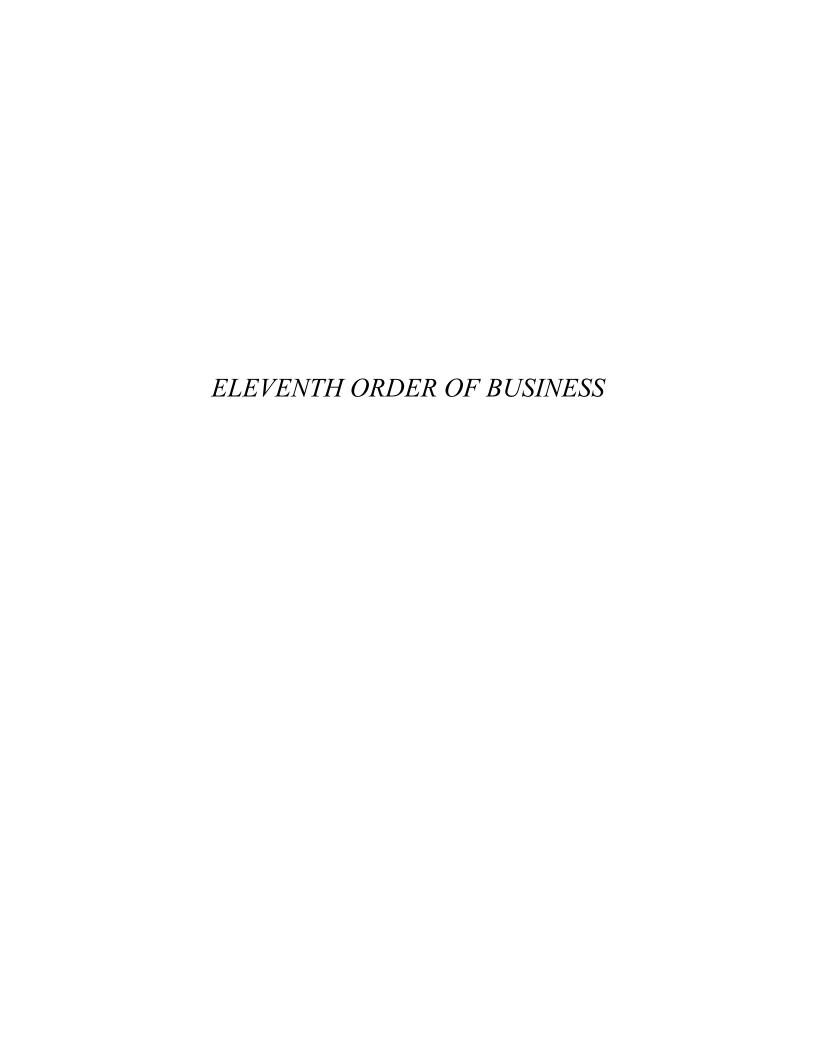
Exhibit A Amenity Facility Map

Exhibit BSchedule for Bootcamp Fitness Classes

Exhibit C
Form of Waiver

VILLAGES OF WESTPORT CDD RELEASE AND WAIVER FORM TNT FITNESS JAX LLC

Individual/Parent/Legal Guardian Name (11 under 18, parents/legal	guardians sign)
(Signature)	
(Print)	
(Date)	



A.



DATE COMPLETED

Irrigation Inspection Report

W. O. #
NAME
ADDRESS
DATE

CLIENT

Jamal

Villages of Westport					
Clock A (beh	ind sign)				
10/19/23	PG	OF			

RUN DAYS

START TIME(S)	120	0am	Α		Ν	1	Т		S	WATER SOURCE			city					
START TIME(S)	900)pm	В	9	5	Т		F		CLOCK TYPE		hunter I core						
START TIME(S)			С	9	5 N	1 T	w T	F	S	RAIN/FREEZE SWITCH			yes					
ZONE #	1	2	3	4		5	6		7	8	9	10	11	12	13	14	15	16
TYPE (S,R,B,D)	R	S	S	S		R	S		S	R	S	S	S	S	R	R	R	S
RUN TIME	45	15	15	15)	0	15	1	.5	45	15	10	15	15	30	45	45	15
PROGRAM	Α	Α	Α	A/I		Α	Α	1	Α	Α	Α	A/B		Α	Α	Α	Α	Α
ADJUSTMENTS		S= spray	heads 1		R=	rotor	heads			B=bubb	ers	D=d	rip, neta	fim or m	icro spra	ays		
PARTIAL CLOGS			1				2					2						
STRAIGHTENED			1															
		Note: A	bove ite	ms are	part	of irri	gation w	et ch	ieck		1	1		1	1	1	1	
BROKEN PIPE																		
BROKEN HEADS		12"																
BROKEN NOZZLES																		
SEVERELY CLOGGED INCORRECT NOZZLES																		
CHANGE TO 6 "																		
CHANGE TO 12"																		
CHANGE POP UP TO RISER																		
RAISE HEADS (coverage)																		
MISSING HEADS																		
NON TURNING ROTORS																		
VALVE FAILURE													X	X	X	X	X	X
BAD SEALS																		
		Note: Ci	rcled ite	ms are	comp	oleted												
Broken heads on zone 2.																		
BIOREITHEAUS OII ZOIIE Z.																		

TECHNICIAN



Proposal #365462

From: Michael Hunter

Date: 11/02/2023

Proposal For Location Villages of Westport CDD 12282 Dewhurst Cir. c/o Vesta Property Services main: Jacksonville, FL 32218 12546 Dewhurst Circle mobile: Jacksonville, FL 32218 Property Name: Villages of Westport CDD Terms: Net 30 Creston Entrance Mulch Install **QUANTITY UNIT PRICE AMOUNT DESCRIPTION** Pine Bark 60.00 \$63.010 \$3,780.60 **Client Notes** Install pine bark in areas on provided map SUBTOTAL \$3,780.60 SALES TAX Signature \$0.00 TOTAL \$3,780.60 Χ Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Contact Assigned To Michael Hunter Print Name: Office: mhunter@yellowstonelandscape.com Date:



Proposal #365474

From: Michael Hunter

Date: 11/02/2023

Proposal For Location Villages of Westport CDD 12282 Dewhurst Cir. c/o Vesta Property Services main: Jacksonville, FL 32218 12546 Dewhurst Circle mobile: Jacksonville, FL 32218 Property Name: Villages of Westport CDD Terms: Net 30 **Devinston Entrance Mulch Install QUANTITY UNIT PRICE AMOUNT DESCRIPTION** Pine Bark 45.00 \$63.010 \$2,835.45 **Client Notes** Install pine bark in areas on provided map SUBTOTAL \$2,835.45 SALES TAX Signature \$0.00 TOTAL \$2,835.45 Χ Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Contact Assigned To Michael Hunter Print Name: Office: mhunter@yellowstonelandscape.com Date:



Proposal #365470 Date: 11/02/2023

From: Michael Hunter

Proposal For Location Villages of Westport CDD 12282 Dewhurst Cir. c/o Vesta Property Services main: Jacksonville, FL 32218 12546 Dewhurst Circle mobile: Jacksonville, FL 32218 Property Name: Villages of Westport CDD Terms: Net 30 Amenity Center Mulch Install **QUANTITY UNIT PRICE AMOUNT DESCRIPTION** Pine Bark 60.00 \$63.010 \$3,780.60 **Client Notes** Install pine bark in areas on provided map SUBTOTAL \$3,780.60 SALES TAX Signature \$0.00 TOTAL \$3,780.60 Х Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Contact Assigned To Michael Hunter Print Name: _____ Office: mhunter@yellowstonelandscape.com Date:



Proposal #365466

From: Michael Hunter

Date: 11/02/2023

Proposal For Location Villages of Westport CDD 12282 Dewhurst Cir. c/o Vesta Property Services main: Jacksonville, FL 32218 12546 Dewhurst Circle mobile: Jacksonville, FL 32218 Property Name: Villages of Westport CDD Terms: Net 30 Keniston Entrance Mulch Install **QUANTITY UNIT PRICE DESCRIPTION AMOUNT** Pine Bark 80.00 \$63.010 \$5,040.80 **Client Notes** Install pine bark in areas on map provided SUBTOTAL \$5,040.80 SALES TAX Signature \$0.00 TOTAL \$5,040.80 Х Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Contact Assigned To Michael Hunter Print Name: Office: mhunter@yellowstonelandscape.com Date:













1702 Lindsey Rd Jacksonville, Fl. 32221 Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Devinson HOA Westpark CDD

Attn:Tim Harden Vesta Property Services 2-20-24 Re:dumpster corral at amenities center

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

>cut the asphalt as needed in the parking lot to install the new vinyl fence panels to create a new 10ft x 10ft dumpster corral

>install new pressure treated post with white vinyl sleeves over the post -concrete around the base of each post

>install new 6ft tall white veranda linden vinyl fencing to create the dumpster corral

>includes a double match gate across the front of the corral with gate hardware

>includes stripping 2 parking places to help deter parking in the area

>clean up job and haul away debris

Tota	l Pri	ce \$	34,8	380	0.00
------	-------	-------	------	-----	------

Proposal Signed by	Printed Name
Thank you for your consideration	
Scott HainesC 904.402.6561	



CUSTOMER QUOTATION NO. 61

Villages of Westport 6702 Sandle drive jax FL 32218 Order No: VW3524

Valid For: 30 Days

This proposal is to build a 12x12 x6 PVC fence with double swing gates to enclose a 4-yard dumpster. This includes all premade material and labor costs.

The proposal includes all materials and labor costs. Any further work would be billed separately.

Thank you for your business! Total \$2,302.70

Billing:

Amenity Management Group

245 Riverside avenue #300

Jacksonville Fl. 32202



CUSTOMER QUOTATION NO. 57

Villages of Westport 6702 Sandle drive jax FL 32218 Order No: VW 03524

Valid For: 30 Days

This proposal is to build a 12x12x6 wooden fencing with double swing gates to enclose a 4-yard dumpster. This includes all premade material and labor costs.

The proposal includes all materials and labor costs. Any further work would be billed separately.

Thank you for your business!	Total	\$2,790.99
		φ 2 ,7 90.99

C.





Proposal/Contract

CONTACT INFO

OWNER(S) (904) 612-6668 Villages of Westport CDD

DATE 4/10/2024

tharden@vestapropertyservices.com

REFERENCE ADDRESS Contact# 2434

6702 Sandle Dr Jacksonville, FL FL

COMPANY REPRESENTATIVE

Justin Patten

OUR MISSION

"Whatever you do, do it well. Do it so well that when people see you do it, they will want to come back and see you do it again, and they will want to bring others and show them how well you do what you do." -Walt Disney

At Jax AA Fencing, it's our mission to provide you with incredible craftsmanship and quality materials so that your yard is a safe space for you and your loved ones.

WORK DESCRIPTION AND SPECIFICATIONS:

- 1. Erect equipment as needed to access work areas safely.
- 2. Remove existing [PRODUCT] and fixtures as needed.
- 3. Install new material and accompanying components and accessories.
- 4. All equipment and work-related debris will be removed upon completion.

FINANCING:

We partner with Wisetack to provide financing for our services: https://wisetack.us/#/hrii9rk/prequalify



Jax AA Fencing
www.jaxaafencing.com
owner@jaxaafencing.com
904-330-4829
Jacksonville, FL, 32246

Date 04-10-2024 **Job Number** 2434

Site Address FL ALUMINUM

Client Details

Villages Of Westport CDD
/ 9046126668
tharden@vestapropertyservices.com
6702 Sandle Dr

Sales Representative

justin.patten justin.patten@jaxaafencing.com

Product List

FL ALUMINUM

Description		Quantity
3-Rail 72" Black Aluminum Install		
Base Price:		351 ft
3R72 - PANEL - 3-ABIGAIL 3 Rail 72" Black Aluminum Section - Abigail Style		59
3R72LP 3 Rail 72" Line Post with Cap		58
3R72CP 3 Rail 72" Corner Post with Cap		3
3R72EP 3 Rail 72" End Post with Cap		4
CONCRETE 60lb Concrete Mix		49.12
NO REMOVAL/HAUL Existing Fence - NO Removal/Haul		35 ft
REMOVAL/HAUL Removal & Haul Of Existing Fence		351 ft
MATPROCESS - SPECIAL ORDER -Material Processing-		1
VLABOR		351
	Subtotal	\$20,595.65
	Discount	-\$500.00

Payment

Balance \$20,095.65

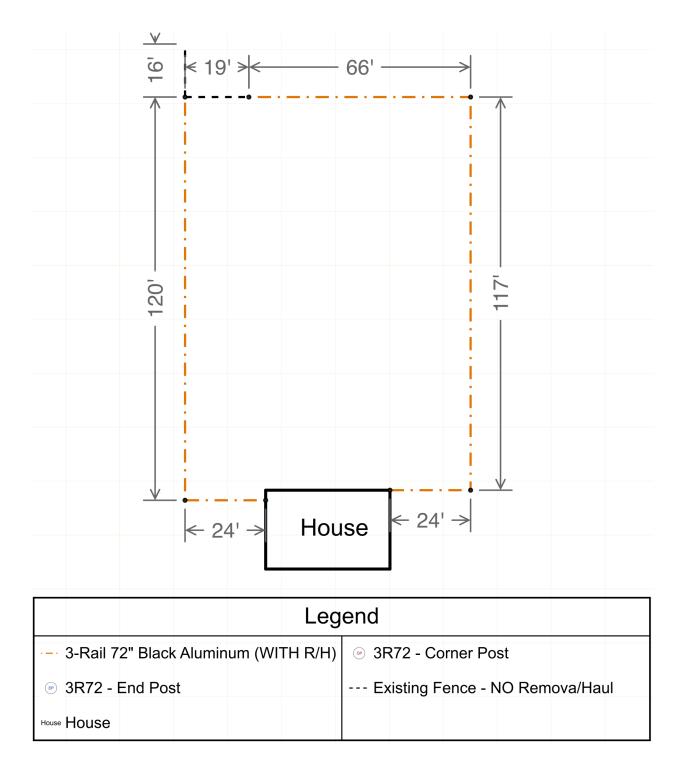
Payment Terms:

Payment for services to be paid:

- (1/2) \$10,047.82 Due before work begins
- (1/2) \$10,047.82 Due upon completion

^{**} A 3% CHARGING SERVICE FEE WILL BE REQUIRED IF PAYING BY CARD.

Detail Plan





TERMS & CONDITIONS

Binding Contract: This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

Payment of Funds and Deposits: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card equivalents, according to the following schedule: 1/2 of the Contract Price up front; and the balance of the Contract Price upon completion.

Late Payment / Service Charge: Any funds owed greater than 15 days from completion of Work are subject to a service charge of 5% per month on the unpaid balance. A lien may be placed on the customers home if final payment has not been made within 25 days.

Changes in Agreement: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s). Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

Work Schedule: All specifications for the work (fence style & color, gate sizes, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, labor shortages or other causes beyond Contractor's control.

Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, wood, vinyl, metal, paint, stain, and other fencing materials. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

Property Lines: Contractor will assist the customer in determining where the fence is to be erected upon request. Contractor assumes no responsibility concerning property lines or in any way guarantees their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

HOA: Unless HOA Assistance is elected, responsibility for obtaining HOA Approval and adhering to approval guidelines shall rest with the client.

Underground Utilities: Contractor will assume the responsibility for having underground public utilities located and marked. However, Contractor assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Contractor to dig in the immediate vicinity of known utilities.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that this work may cause changes to Owner(s) property including but not limited to: disturbance to shrubbery and lawns, grass, small divots or ruts in yard from equipment such as trailers, augers, small divots in the driveway from equipment such as roll-off containers and dump truck. Owner(s) shall remove or move at least 5' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be the Owner(s)' responsibility to obtain from your borough or township.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to

Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way.

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty.

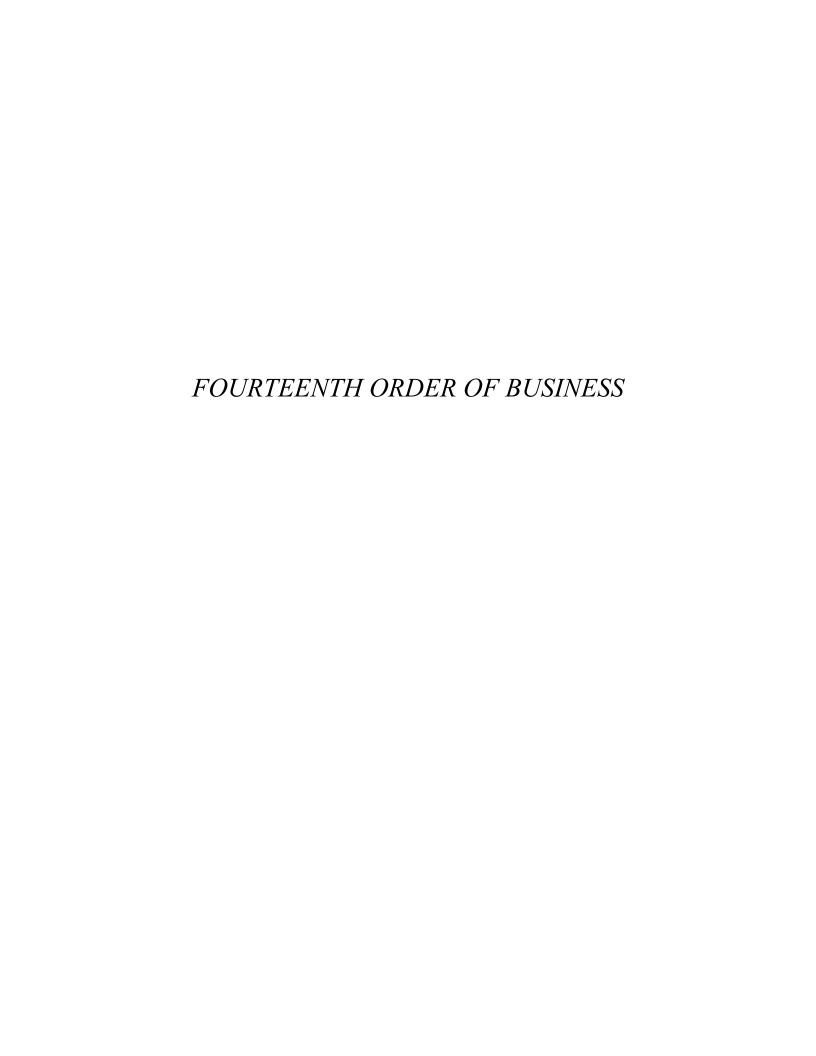
Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Contractor Insurance: Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.

Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.

Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right. Cancelations after that will be refunded 80% of total payment received at time of cancelation. Orders for special materials are non-refundable after being placed with the supplier. Material Processing Fee is non-refundable.



A.

MINUTES OF MEETING VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Villages of Westport Community Development District was held Monday, October 23, 2023 at 5:33 p.m. at the Highlands Regional Library, 1826 Dunn Avenue, Jacksonville, Florida.

Present and constituting a quorum:

Yashekia Scarlett Chairman

Samuel Smith Vice Chairperson

Alice Sanford *by phone* Supervisor Supervisor Supervisor

Also present:

Howard McGaffney District Manager, GMS

Jennifer Kilinski *by phone*Molly Maggiano *by phone*District Counsel, KE Law Group
District Counsel, KE Law Group
Field Manager, Vesta Properties

Rhonda Mossing *by phone* MBS Capital Markets

The following is a summary of the actions taken at the October 23, 2023 Regular Meeting of the Board of Supervisors of the Villages of Westport Community Development District.

FIRST ORDER OF BUSINESS Roll Call

Mr. McGaffney called the meeting to order and called the roll. There were three Supervisors present in person constituting a quorum.

SECOND ORDER OF BUSINESS Public Comments (regarding agenda items below)

Mr. McGaffney stated that there were several members of the public present. He opened up the meeting to public comments regarding agenda items. There were no public comments at this time.

THIRD ORDER OF BUSINESS

Staff Reports

A. Manager

1. Update on Onsite Inspection

Mr. McGaffney stated that he met with Tim and has been on property three times and they've met with Yellowstone and walked the community.

2. District's Financial Position & Future Capital Projects

Mr. McGaffney stated that they would eventually need to work towards building a reserve fund. Mr. Smith suggested closing the parking lot at night, and the Board consensus was that Mr. McGaffney could review the finances and look at different options for closing the parking lot at night.

B. Attorney

1. District Financing Options for Future Capital Projects

Ms. Kilinski stated that there were some funding restrictions and funding concerns on continuing Capital Improvement repairs that may be needed within the District. She noted that they had discussed the parking lot previously, repairs to amenity facilities, enhanced landscaping, pool resurfacing, etc. Ms. Kilinski stated that there was no cost to the Board to have MBS evaluate their options for financing. MBS only gets paid if the Board moves forward on a bond issue.

Ms. Kilinski noted that the motion they would ask the Board to consider was an approval to engage MBS to do the analysis and come back to the January Board meeting with more information for the Board to consider.

2. Consideration of MBS Capital, IBA Agreement

Ms. Mossing with MBS Capital stated that the Board's next step would be for the Board to start thinking about what projects they would like to see undertaken for repairs and improvements so that they can get an idea of how much money the Board might need in the future and they can run different bond structures for the financing of those projects.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all in favor, the MBS Capital IBA Agreement, was approved.

Ms. Kilinski noted that directly prior to the meeting they received a resignation letter from Supervisor Ritter. She noted if they accept that resignation, they could make an appointment or they could discuss the process. She stated that they have 90 days to fill the vacancy.

Mr. McGaffney asked for a motion to accept the resignation of Supervisor Ritter.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all in favor, Accepting the Resignation of Supervisor Ritter, was approved.

C. Operation Manager – Report

Mr. Harden reviewed the operations report which was included in the agenda package.

FOURTH ORDER OF BUSINESS Ratification of Agreement with GMS for District Management Services

Mr. McGaffney stated that GMS tried to get on the bank accounts and tried to tell them that they got hired and the Chair signed the resolution that they needed to get on the bank accounts, but the bank they are using wanted to make sure that the minutes read that at this meeting the Board took action to put myself on your account and put GMS staff on the accounts so that we can pay your bills. We are asking you to ratify the agreement with GMS for District Management Services. Mr. McGaffney noted that nothing had changed in the agreement since the Board saw it at the previous meeting.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all in favor, the Agreement with GMS for District Management Services, was ratified.

FIFTH ORDER OF BUSINESS Consideration of Resolution 2024-01, Designating Officers

Mr. McGaffney reviewed the resolution in the agenda package which included GMS officers. Ms. Scarlett is listed as the Chairperson, Mr. Smith as the Vice Chairman, Mr. Dexter and Ms. Sanford as Assistant Secretaries, Mr. McGaffney as the Secretary, Assistant Treasurer, and Assistant Secretary, and Ms. Patti Powers with GMS as the Treasurer. James Oliver, Darrin Mossing, Daniel Laughlin, Rich Hans, Marilee Giles, were all GMS staff members that would be appointed as Assistant Secretaries. Mr. McGaffney explained that this allows other GMS staff to

sign off or receive things in case he is out of the office. He noted that Ms. Ritter would be removed from the resolution due to her resignation from the Board.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all in favor, Resolution 2024-01, Designating Officers as slated above, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-2, Designating Registered Agent & Office

Mr. McGaffney noted that the registered agent would be himself, and any legal documents would go to his office which he would then share with District Counsel.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all in favor, Resolution 2024-2, Designating Registered Agent & Office was approved.

SEVENTH ORDER OF BUSINESS Consider

Consideration of Resolution 2024-03, Designating Local Records Office

Mr. McGaffney stated that the primary administrative office would be located at GMS's office at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all in favor, Resolution 2024-03, Designating Local Records Office, was approved.

EIGHTH ORDER OF BUSINESS Acceptance of Fiscal Year 2022 Audit Report

Ms. Maggiano stated that she had reviewed the audit report and it was a clean audit. She suggested that the Board accept the audit. Mr. McGaffney noted that there were no findings and there were no issues with the internal controls.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all in favor, Accepting the Fiscal Year 2022 Audit Report, was approved.

NINTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025 Budget Workshop – February 26, 2024 (Location TBD)

Mr. McGaffney suggested that the Board hold a budget workshop on February 26, 2024. He noted that the Board could not take any action at the workshop, it would only be for discussion of the Fiscal Year 2025 budget.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all in favor, Adding the Fiscal Year 2025 Budget Workshop – February 26, 2024 to the Meeting Schedule, was approved.

TENTH ORDER OF BUSINESS Discussion of Holiday Lighting – Resident Volunteers

Mr. McGaffney suggested working with the HOA to come up with a resident competition or volunteer group to decorate the community during the holidays. Board discussion ensued regarding community events and HOA involvement and working in tandem with the CDD Board and staff.

The Board agreed to allow Supervisor Smith to coordinate a December event in coordination with the HOA.

On MOTION by Mr. Smith, seconded by Ms. Dexter, with all in favor, Authorizing District Counsel to Draft an Agreement between the CDD and HOA, Authorizing the Use of CDD property and the Amenity Center for HOA functions as approved by the Chair/Vice Chair to include special events provided the District is named as an Additional Insured, was approved.

ELEVENTH ORDER OF BUSINESS Supervisor's Request

Ms. Dexter informed the Board that she was moving and would no longer live within Duval County. Her resignation from the Board would be effective immediately following the adjournment of the meeting.

TWELFTH ORDER OF BUSINESS Public Comments

The Board heard public comments at this time.

THIRTEENTH ORDER OF BUSINESS

Approval of Minutes of the July 24, 2023 Minutes and August 21, 2023 Continued Meeting

Mr. McGaffney presented the minutes of the July 24, 2023 and August 21, 2023 Continued meeting minutes.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all in favor, the Minutes of the July 24, 2023 Minutes and August 21, 2023 Continued Meeting, were approved.

FOURTEENTH ORDER OF BUSINESS Next Scheduled Meeting – 1/22/24 @ 5:30 p.m. @ Highlands Regional Library

Mr. McGaffney stated that the next scheduled meeting will be January 22, 2024 at 5:30 p.m. at the library.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all in favor, Accepting the Resignation of Supervisor Jolanda Dexter effective immediately upon adjournment, was approved.

FIFTEENTH ORDER OF BUSINESS Adjournment

Mr. McGaffney adjourned the meeting.

On MOTION by Mr. Smith seconded by Ms. Scarlett, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

MINUTES OF MEETING VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Villages of Westport Community Development District was held Wednesday, April 24, 2024 at 4:37 p.m. at the Highlands Regional Library, 1826 Dunn Avenue, Jacksonville, Florida.

Present and constituting a quorum:

Yashekia Scarlette Chairman

Alice Sanford Assistant Secretary
Sam Smith

Also present:

Darrin Mossing District Manager, GMS

Tim Harden Field Manager, Vesta Properties

The following is a summary of the actions taken at the April 24, 2024 Regular Meeting of the Board of Supervisors of the Villages of Westport Community Development District.

FIRST ORDER OF BUSINESS Roll Call

Mr. Mossing called the meeting to order at 4:37 p.m. and called roll. There were three Supervisors present in person constituting a quorum.

SECOND ORDER OF BUSINESS Public Comments (regarding agenda items below)

Mr. Mossing noted two members of the public were present. There is another public comment at the end of the meeting. He asked for any comments on agenda items. Hearing no comments, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Appointment of New Supervisor(s) to Fill Vacant Seat (3 & 4)

Ms. Sanford appointed Anina Guyton to fill the vacant seat. Ms. Scarlette asked if they are appointing all three or only the people that are present. Mr. Mossing noted they do not need to be present to be appointed. Ms. Scarlette appointed Carl Hawkins to the other vacant seat.

On MOTION by Ms. Scarlette, seconded by Ms. Sanford, with all in favor, the Appointment of Anina Guyton and Carl Hawkins, were approved.

B. Oath of Office for Newly Appointed Supervisor(s)

Mr. Mossing stated a notary will be at the next meeting to administer the oath of office.

C. Election of Officers, Resolution 2024-04

Mr. Mossing stated this will be presented at the next meeting.

FOURTH ORDER OF BUSINESS Public Comments

Mr. Smith noted he would like to turn in his resignation as he feels he is being pushed out. The Board can accept it or do as they want with it. Mr. Mossing received the written resignation.

On MOTION by Ms. Sanford, seconded by Ms. Scarlette, with all in favor, the Resignation of Sam Smith, was approved.

FIFTH ORDER OF BUSINESS

Next Scheduled Meeting – To Be Determined @ Highlands Regional Library

Mr. Mossing stated that the next scheduled meeting date is to be determined at 5:30 p.m. at Highlands Regional Library. Ms. Scarlette prefers Monday meetings. Mr. Mossing noted he would get with Ms. Scarlette to talk about future communications and setting the agenda. He asked Ms. Guyton and Mr. Hawkins to email their contact information to him. He noted if Monday May 6th is a problem, they will go to the 13th at 5:30 p.m. for the next meeting. Three people need to be present in person to conduct the meeting.

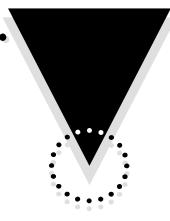
SIXTH ORDER OF BUSINESS

Adjournment

Mr. Mossing adjourned the meeting.

On MOTION by Ms. Scarlet favor, the meeting was adjou	tte seconded by Ms. Sanford, with all in irned.
Secretary/Assistant Secretary	Chairman/Vice Chairman





Unaudited Financial Reporting March 31, 2024



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Villages of Westport Community Development District Balance Sheet March 31, 2024

Governmental Fund Types

	General Fund	Debt Service	Capital Projects	Totals (memorandum only)
Acasta	<u>General Funa</u>	<u>Debt Service</u>	<u>capitai Projects</u>	(memoranaam omy)
Assets				
Cash	h44 F O C C			h445066
Operating	\$115,866			\$115,866
Debit Card	\$685			\$685
SBA	\$5,486			\$5,486
Assessment Receivable				\$0
Interest Receivable				\$0
Due from General Fund		\$2,770		\$2,770
Investments:				
<u>Series 2005A</u>				
Reserve A5		\$497,507		\$497,507
Revenue A5		\$773,317		\$773,317
Interest A5				\$0
Prepayment A5		\$1,082		\$1,082
Acquisition & Construction			\$80,143	\$80,143
Deferred Cost			\$523,587	\$523,587
Prepaid Expenses	\$0			\$0
Total Assets	\$122,037	\$1,274,676	\$603,730	\$2,000,443
<u>Liabilities</u>				
Accounts Payable	\$13,891			\$13,891
Due to Debt Service	\$2,770			\$2,770
Fund Equity				
Fund Balances				
Unassigned	\$105,375			\$105,375
Nonspendable- Prepaid	\$0			\$0
Restricted for Capital Projects			\$603,730	\$603,730
Restricted for Debt Service		\$1,274,676		\$1,274,676
Total Liabilities, Fund Equity, Other	\$122,037	\$1,274,676	\$603,730	\$2,000,443

Villages of Westport Community Development District General Fund Statement of Revenues & Expenditures For the Period Ending March 31, 2024

	Adopted Budget	ated Budget 3/31/24	3	Actuals 3/31/24	1	/ariance
Revenues						
Maintenance Assessments- Tax Roll	\$ 234,837	\$ 234,837	\$	231,685	\$	(3,152)
Maintenance Assessments- Direct Bills	\$ 98,718	\$ 49,359	\$	_	\$	(49,359)
Interest Income	\$ -	\$ -	\$	17	\$	17
Interest Income - SBA	\$ -	\$ -	\$	151	\$	151
Miscellaneous Income	\$ -	\$ -	\$	-	\$	-
Total Revenue	\$ 333,555	\$ 284,196	\$	231,852	\$	(52,344)
Expenditures						
<u>Administrative</u>						
Supervisors Fees	\$ 4,800	\$ 2,400	\$	600	\$	1,800
Engineering	\$ -	\$ -	\$	-	\$	-
Arbitrage	\$ 1,000	\$ 500	\$	-	\$	500
Assessment Roll	\$ 5,000	\$ 2,500	\$	-	\$	2,500
Dissemination	\$ 5,000	\$ 2,500	\$	1,100	\$	1,400
Amortization Schedule	\$ 250	\$ 125	\$	-	\$	125
Attorney	\$ 15,000	\$ 7,500	\$	6,359	\$	1,142
Annual Audit	\$ 5,000	\$ 2,500	\$	-	\$	2,500
Trustee Fees	\$ 3,720	\$ 3,717	\$	3,717	\$	-
Management Fees	\$ 27,500	\$ 13,750	\$	12,985	\$	765
Information Technology	\$ -	\$ -	\$	600	\$	(600)
Website	\$ 2,520	\$ 1,260	\$	900	\$	360
Telephone	\$ -	\$ -	\$	93	\$	(93)
Postage	\$ 250	\$ 125	\$	160	\$	(35)
Printing & Binding	\$ -	\$ -	\$	34	\$	(34)
Insurance-Liability	\$ 4,700	\$ 4,358	\$	4,358	\$	-
Insurance-Public Official	\$ 3,863	\$ 3,581	\$	3,581	\$	-
Legal Advertising	\$ 1,500	\$ 750	\$	80	\$	670
Other Current Charges	\$ 1,000	\$ 500	\$	200	\$	300
Office Supplies	\$ -	\$ -	\$	14	\$	(14)
Dues, License, & Subscriptions	\$ 175	\$ 175	\$	175	\$	-
Administration Subtotal	\$ 81,278	\$ 46,241	\$	34,955	\$	11,286
Common Area Maintenance:						
Field Services	\$ 19,200	\$ 9,600	\$	9,600	\$	=
Landscape Maintenance	\$ 54,000	\$ 27,000	\$	26,611	\$	389
Irrigation - Repairs	\$ 2,500	\$ 1,250	\$	3,054	\$	(1,804)
Lake Maintenance	\$ 14,000	\$ 7,000	\$	6,913	\$	87
Repairs and Maintenance - Field	\$ 5,000	\$ 2,500	\$	1,826	\$	674
Contingency	\$ 8,000	\$ 4,000	\$	-	\$	4,000
Total Common Area Maintenance	\$ 102,700	\$ 51,350	\$	48,005	\$	3,345

Villages of Westport Community Development District General Fund Statement of Revenues & Expenditures For the Period Ending March 31, 2024

Amenity Center: Facility Pool Attendants \$ 1,000 \$ 5,500 \$ 5,486 \$ Pool Maintenance \$ 18,000 \$ 9,000 \$ 7,309 \$ Pool Chemicals \$ 1 1,000 \$ 5,500 \$ 5,486 \$ Pool Permits \$ 1,000 \$ 9,000 \$ 7,309 \$ Pool Chemicals \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ Pool Permits \$ - \$ - \$ - \$ Pool Permits \$ Pool Permits \$ - \$ Pool Permits \$ Pool Permi		Adopted		ated Budget	Actuals		
Facility/Pool Attendants		Budget	0	3/31/24	3/31/24	1	[/] ariance
Facility/Pool Attendants							
Sample S	Amenity Center:						
Sample S	Facility/Pool Attendants	\$ -	\$	-	\$ -	\$	-
Pool Maintenance \$ 18,000 \$ 9,000 \$ 7,309 \$ 7,309 \$ Pool Chemicals \$ - \$ - \$ - \$ - \$ - \$ - \$ \$ - \$ \$ Pool Prints \$ - \$ - \$ - \$ - \$ - \$ \$ - \$ \$ Pool Prints \$ - \$ - \$ - \$ - \$ - \$ \$ Pool Prints \$ - \$ - \$ - \$ - \$ Pool Prints \$ - \$ - \$ - \$ Pool Prints \$ - \$ - \$ - \$ Pool Prints \$ - \$ - \$ Pool Prints \$	Janitorial	\$ 11,000	\$	5,500	\$ 5,486	\$	14
Pool Permits	Pool Maintenance	\$ 18,000	\$	9,000	\$ 7,309	\$	1,691
Utilites - Water/Electric \$ 45,000 \$ 22,500 \$ 15,665 \$ Trash \$ - \$ - \$ 179 \$ Pest Control \$ 500 \$ 250 \$ 262 \$ Irrigation Repair \$ 3,000 \$ 1,500 \$ - \$ Insurance - Property \$ 7,230 \$ 6,571 \$ 6,571 \$ Telephone \$ 1,500 \$ 750 \$ 633 \$ Access Control \$ 1,700 \$ 850 \$ 98 \$ Community Events \$ - \$ - \$ - \$ Security Patrolling \$ 40,000 \$ 20,000 \$ - \$ Security Camera System/Monitoring \$ 6,120 \$ 3,060 \$ 3,360 \$ Facilities Maintenance - Contract \$ 10,127 \$ 5,064 \$ 5,446 \$ Repairs and Maintenance - Amenity \$ 5,000 \$ 2.00 \$ - \$ Sues and License \$ 400 \$ 200 \$ - \$ Sues and License \$ 400 \$ 200 \$ - \$ Sues and License \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Sues and Excess Revenues/ (Expenditures) \$ (0) \$ 103,883 \$ Sues and	Pool Chemicals	\$ =	\$	=	\$ -	\$	-
Trash	Pool Permits	=		=	\$ -	\$	-
Pest Control \$ 500	Utilites - Water/Electric	45,000		22,500	\$ 15,665	\$	6,835
Irrigation Repair	Trash	-		-	179		(179)
Insurance - Property	Pest Control	\$ 500		250	262	\$	(12)
Telephone		\$ 3,000	\$	1,500	\$ -		1,500
Access Control \$ 1,700 \$ 850 \$ 98 \$ Community Events \$ - \$ - \$ - \$ \$ - \$ \$ Security Patrolling \$ 40,000 \$ 20,000 \$ - \$ Security Camera System/Monitoring \$ 6,120 \$ 3,060 \$ 3,360 \$ Facilities Maintenance - Contract \$ 10,127 \$ 5,064 \$ 5,446 \$ Repairs and Maintenance - Amenity \$ 5,000 \$ 2,500 \$ - \$ Office Supplies \$ - \$ - \$ - \$ - \$ Security Camera System/Monitoring \$ 6,120 \$ 3,060 \$ 3,360 \$ Facilities Maintenance - Amenity \$ 5,000 \$ 2,500 \$ - \$ Security Camera System/Monitoring \$ 5,000 \$ 2,500 \$ - \$ Security Camera Cam	Insurance - Property			6,571	6,571		-
Community Events \$ - \$ - \$ - \$ \$ \$ \$ \$ \$ \$	Telephone	1,500		750	633		117
Community Events Security Patrolling Security Patrolling Security Patrolling Security Camera System/Monitoring Security Camera	Access Control	1,700	\$	850	98	\$	752
Security Camera System/Monitoring \$ 6,120 \$ 3,060 \$ 3,360 \$ Facilities Maintenance - Contract \$ 10,127 \$ 5,064 \$ 5,446 \$ Repairs and Maintenance - Amenity \$ 5,000 \$ 2,500 \$ - \$ Office Supplies \$ - \$ - \$ - \$ - \$ Dues and License \$ 400 \$ 200 \$ - \$ Total Amenity Center \$ 149,577 \$ 77,745 \$ 45,010 \$ 3 Other Financing Sources (Uses) Transfer In/(Out) \$ - \$ - \$ - \$ Total Other \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	Community Events	-	\$	-	\$ -		=
Facilities Maintenance - Contract \$ 10,127 \$ 5,064 \$ 5,446 \$ Repairs and Maintenance - Amenity \$ 5,000 \$ 2,500 \$ - \$ Office Supplies \$ - \$ - \$ - \$ - \$ Dues and License \$ 400 \$ 200 \$ - \$ Total Amenity Center \$ 149,577 \$ 77,745 \$ 45,010 \$ 3 Other Financing Sources (Uses) Transfer In/(Out) \$ - \$ - \$ - \$ Total Other \$ - \$ - \$ - \$ Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	Security Patrolling	\$ 40,000		20,000	\$ -	\$	20,000
Repairs and Maintenance - Amenity \$ 5,000 \$ 2,500 \$ - \$ 0ffice Supplies \$ - <td>Security Camera System/Monitoring</td> <td>6,120</td> <td>\$</td> <td>3,060</td> <td>\$ 3,360</td> <td>\$</td> <td>(300)</td>	Security Camera System/Monitoring	6,120	\$	3,060	\$ 3,360	\$	(300)
Office Supplies \$ - \$ - \$ - \$ Dues and License \$ 400 \$ 200 \$ - \$ Total Amenity Center \$ 149,577 \$ 77,745 \$ 45,010 \$ 3 Other Financing Sources (Uses) Transfer In/(Out) Trotal Other \$ - \$ - \$ - \$ Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues / (Expenditures) \$ (0) \$ 103,883	Facilities Maintenance - Contract	10,127	\$	5,064	\$ 5,446	\$	(383)
Dues and License \$ 400 \$ 200 \$ - \$ Total Amenity Center \$ 149,577 \$ 77,745 \$ 45,010 \$ 3 Other Financing Sources (Uses) Transfer In/(Out) \$ - \$ - \$ - \$ - \$ - Total Other \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues (Expenditures) \$ (0) \$ 103,883	Repairs and Maintenance - Amenity	5,000	\$	2,500	-	\$	2,500
Total Amenity Center \$ 149,577 \$ 77,745 \$ 45,010 \$ 3 Other Financing Sources (Uses) \$ -	Office Supplies	\$ =	\$	=	\$ -	\$	-
Other Financing Sources (Uses) Transfer In/(Out) \$ - \$ - \$ \$ Total Other \$ - \$ - \$ - \$ Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	Dues and License	\$ 400	\$	200	\$ -	\$	200
Transfer In/(Out) \$ - \$ - \$ \$ Total Other \$ - \$ - \$ - \$ Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	Total Amenity Center	\$ 149,577	\$	77,745	\$ 45,010	\$	32,735
Transfer In/(Out) \$ - \$ - \$ \$ Total Other \$ - \$ - \$ - \$ Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	Other Financina Sources (Uses)						
Total Expenditures \$ 333,555 \$ 175,336 \$ 127,969 \$ 4 Excess Revenues/ (Expenditures) \$ (0) \$ 103,883	• • • • • • • • • • • • • • • • • • • •	\$ -	\$	-	\$ -	\$	-
Excess Revenues / (Expenditures) \$ (0) \$ 103,883	Total Other	\$ -	\$	-	\$ -	\$	-
	Total Expenditures	\$ 333,555	\$	175,336	\$ 127,969	\$	47,366
	Excess Revenues/ (Expenditures)	\$ (0)			\$ 103,883		
Beginning Fund Balance \$ - \$ 1,493	Beginning Fund Balance	\$ -			\$ 1,493		
Ending Fund Balance \$ (0) \$ 105,375	-	\$ (0)	_		\$	_	

Villages of Westport

Community Development District

Debt Service Fund Series 2005A Statement of Revenues & Expenditures For the Period Ending March 31, 2024

	Adopted		Prorated Budget		Actual		
Revenues	Budget		3/31/24		3/31/24		Variance
Revenues							
Special Assessments- Tax Roll	\$ 551,111	\$	551,111	\$	543,717	\$	(7,393)
Special Assessments- Direct A5	\$ 242,411	\$		\$	-	\$	(121,206)
Interest Income	\$ -		-	\$	21,469	\$	21,469
Total Revenues	\$ 793,522	\$	672,317	\$	565,186	\$	(107,131)
Expenditures							
Interfund Transfer Out	\$ -	\$	-	\$	-	\$	-
Series 2005A							
Interest-11/1	\$ 195,938	\$	195,938	\$	195,938	\$	-
Interest-5/1	\$ 195,938	\$	-	\$	-	\$	-
Principal-5/1	\$ 410,000	\$	-	\$	-	\$	-
Total Expenditures	\$ 801,876	\$	195,938	\$	195,938	\$	-
Other Sources/Uses							
Transfer In/(Out)	\$ -	\$	-	\$	2,125	\$	2,125
Total Other Sources/ (Uses)	\$ -	\$	-	\$	2,125	\$	2,125
Excess Revenues/(Expenditures)	\$ (8,354)			\$	371,374		
Beginning Fund Balance	\$ 192,606			\$	903,303		
Ending Fund Balance	\$ 184,252			\$	1,274,676		
		Γ	Due from General Fund	\$	2,770		
			Assessment Receivable				
			nterest Receivable				
			Reserve A5	\$	497,507		
			Revenue A5	\$	773,317		
			nterest A5	\$			
			Prepayment A5 Fotal	<u>\$</u>	1,082 1,274,676	-	
			i vuii	۳	1,277,070	-	

Capital Projects Fund Statement of Revenues & Expenditures For the Period Ending March 31, 2024

Revenues.	Series 2005A
Interest Income Developer Contributions	\$13,866 \$0
Interfund Transfer In	\$0
Total Revenues	\$13,866
<u>Expenditures</u>	
Capital Outlay Professional Fees Miscellaneous	\$0 \$0 \$0
Total Expenditures	\$0
Other Sources/(Uses)	
Transfer In/(Out)	(\$2,125)
Total Other Sources/ (Uses)	(\$2,125)
Excess Revenues/(Expenditures)	\$11,741
Beginning Fund Balance	\$591,990
Ending Fund Balance	\$603,730

Month by Month

	0	ctober	Nov	ember	Dε	ecember	Ja	nuary	Fε	ebruary]	March	A	April	May	J	une	luly	Α	ugust	Sep	tember	Total
Revenues	- <u>-</u> -														 								
Revenues																							
Maintenance Assessments-Tax Roll	\$	-	\$ 1	95,431	\$	34,043	\$	1,030	\$	-	\$	1,180	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 231,685
Maintenance Assessments- Direct Bills	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Interest Income	\$	0	\$	0	\$	8	\$	4	\$	2	\$	1	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 17
Interest Income - SBA	\$	25	\$	25	\$	26	\$	26	\$	24	\$	26	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 151
Miscellaneous Income	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Total Revenue	\$	26	\$ 1	95,456	\$	34,077	\$	1,060	\$	26	\$	1,208	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 231,852
Expenditures																							
Administrative																							
Supervisors Fees	\$	600	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 600
Engineering	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Arbitrage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Assessment Roll	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Dissemination	\$	-	\$	-	\$	250	\$	350	\$	250	\$	250	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 1,100
Amortization Schedule	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Attorney	\$	2,504	\$	479	\$	251	\$	1,426	\$	1,114	\$	586	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 6,359
Annual Audit	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -
Trustee Fees	\$	3,717	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 3,717
Management Fees	\$	-	\$	-	\$	3,246	\$	3,246	\$	3,246	\$	3,246	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 12,985
Information Technology	\$	-	\$	-	\$	150	\$	150	\$	150	\$	150	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 600
Website	\$	-	\$	-	\$	100	\$	600	\$	100	\$	100	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 900
Telephone	\$	-	\$	-	\$	93	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 93
Postage	\$	-	\$	-	\$	8	\$	6	\$	86	\$	60	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 160
Printing & Binding	\$	2	\$	-	\$	7	\$	5	\$	4	\$	16	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 34
Insurance-Liability	\$	4,358	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 4,358
Insurance-Public Official	\$	3,581	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 3,581
Legal Advertising	\$	-	\$	-	\$	-	\$	-	\$	80	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 80
Other Current Charges	\$	-	\$	-	\$	50	\$	50	\$	50	\$	50	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 200
Office Supplies	\$	14	\$	-	\$	0	\$	0	\$	0	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 14
Dues, License, & Subscriptions	\$	-	\$	175	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 175
Administration Subtotal	\$	14,776	\$	654	\$	4,155	\$	5,834	\$	5,080	\$	4,457	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 34,955

Month by Month

	(October	No	vember	Dε	ecember	mber Ja		Fε	ebruary]	March	I	April		May	June		July		August		Sep	eptember		Total
Common Area Maintenance																										
Field Services	\$	1,600	\$	1,600	\$	1,600	\$	1,600	\$	1,600	\$	1,600	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,600
Landscape Maintenance	\$	4,435	\$	4,435	\$	4,435	\$	4,435	\$	4,435	\$	4,435	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	26,611
Landscape Improvements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Irrigation - Repairs	\$	-	\$	-	\$	-	\$	-	\$	3,054	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,054
Lake Maintenance	\$	1,152	\$	1,152	\$	1,152	\$	1,152	\$	1,152	\$	1,152	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,913
Repairs and Maintenance	\$	1,499	\$	5	\$	112	\$	155	\$	54	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,826
Contingency - Hurricane Repairs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Common Area Maintenance	\$	8,687	\$	7,193	\$	7,299	\$	7,343	\$	10,295	\$	7,187	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	48,005
Amenity Center:																										
Amenity Management Staffing	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Janitorial	\$	910	\$	910	\$	910	\$	921	\$	925	\$	910	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,486
Pool Maintenance	\$	1,208	\$	1,208	\$	1,208	\$	1,208	\$	1,208	\$	1,267	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,309
Pool Chemicals	\$	´-	\$	-	\$	· -	\$	´-	\$	· -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	· -
Pool Permits	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Utilities - Water/Electric	\$	3,186	\$	3,275	\$	2,865	\$	2,435	\$	2,116	\$	1,788	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	15,665
Trash	\$	179	\$	· -	\$	· -	\$	· -	\$	· -	\$	· -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	179
Pest Control	\$	44	\$	44	\$	44	\$	44	\$	44	\$	44	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	262
Irrigation Repair	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance - Property	\$	6,571	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,571
Telephone	\$	123	\$	-	\$	123	\$	255	\$	-	\$	132	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	633
Access Control	\$	-	\$	-	\$	98	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	98
Community Events	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Security Patrolling	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Security Camera System/Monitoring	\$	560	\$	560	\$	560	\$	560	\$	560	\$	560	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,360
Repairs and Maintenance Building - Contract	\$	908	\$	908	\$	908	\$	908	\$	908	\$	908	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,446
Repairs and Maintenance Grounds	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	· -
Office Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Dues anand License	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Amenity Center	\$	13,689	\$	6,904	\$	6,717	\$	6,331	\$	5,761	\$	5,608	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	45,010
<u>Other</u>																										
Contingency	\$	-	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	_	\$	-
Capital Reserve	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Other	\$	-	\$		\$	-	\$	-	\$	•	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Ermon ditumes	¢	27.454	¢	14751	¢	10 171	•	10 505	•	21.126	¢	17.252	<i>c</i>		¢		¢		•		¢		¢		¢	127.060
Total Expenditures	\$	37,151		14,751	\$	18,171		19,507		21,136		17,253	\$	-	\$	-	\$	-	\$	-	\$	•	\$	-	\$	127,969
Excess Revenues/ (Expenditures)	\$	(37,126)	\$ 1	80,705	\$	15,906	\$	(18,447)	\$ ((21,110)	\$	(16,045)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	103,883

Villages of Westport

Community Development District Long Term Debt Report

SERIES 2005A, SPECIAL ASSESSMENT REVENUE BONDS				
OPTIONAL REDEMPTION DATE	5/1/2013			
INTEREST RATE:	5.70%			
MATURITY DATE:	5/1/2035			
RESERVE FUND DEFINITION	6.9126% BONDS DEEMED OUTSTANDING			
RESERVE FUND REQUIREMENT	\$497,507			
RESERVE FUND BALANCE	\$497,507			
BONDS OUTSTANDING - 9-30-22	\$7,265,000			
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$390,000)			
CURRENT BONDS OUTSTANDING	\$6,875,000			

C.

Villages of Westport Community Development District Assessment Receipts Schedule - Fiscal Year 2024

Gross Assessment	\$ 849,670.93 \$	595,795.33 \$	253,875.60
Less: Disc. & Coll. (7.5%)	\$ (63,725.32) \$	(44,684.65) \$	(19,040.67)
Net Assessment	\$ 785,945.61 \$	551,110.68 \$	234,834.93

Date	Amount	Debt Service	O&M
11/3/23	\$ 3,146.80	\$ 2,206.56	\$ 940.24
11/14/23	\$ 7,525.22	\$ 5,276.74	\$ 2,248.48
11/21/23	\$ 6,020.18	\$ 4,221.39	\$ 1,798.79
11/28/23	\$ 39,566.29	\$ 27,744.17	\$ 11,822.12
11/30/23	\$ 597,809.39	\$ 419,188.22	\$ 178,621.17
12/6/23	\$ 99,568.15	\$ 69,817.90	\$ 29,750.25
12/14/23	\$ 12,861.95	\$ 9,018.89	\$ 3,843.06
12/22/23	\$ 1,505.04	\$ 1,055.34	\$ 449.70
1/9/24	\$ 3,448.18	\$ 2,417.89	\$ 1,030.29
3/6/24	\$ 1,552.07	\$ 1,088.32	\$ 463.75
3/20/24	\$ 2,398.58	\$ 1,681.90	\$ 716.68
		\$ -	\$ -
Total	\$ 775,401.85	\$ 543,717.32	\$ 231,684.53
Remaining	\$ 10,543.76	\$ 7,393.36	\$ 3,150.40
Percentage Collected	99%	99%	99%



Check Register Summary

January 1, 2024 to March 31, 2024

Bank	Date	Check No.'s	Amount
General Fund	1/5/24	1886	\$ 538,529.21
	1/8/24	1887-1891	\$ 18,647.05
	1/23/24	1892-1895	\$ 954.18
	2/2/24	1896-1898	\$ 7,543.89
	2/8/24	1899-1902	\$ 12,527.48
	2/21/24	1903-1906	\$ 2,109.31
	3/12/24	1907-1910	\$ 14,085.52
	3/27/24	1911-1913	\$ 1,717.68
			\$ 596,114.32

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/06/24 PAGE 1
*** CHECK DATES 01/01/2024 - 03/30/2024 *** VILL OF WESTPORT - GENERAL

CHECK DATES	BANK A VILLAGES OF WESTPORT			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK
1/05/24 00016	1/05/24 01052024 202401 300-20700-10000 11.03 FY24 ASSESSMENTS	*	2,206.56	
	1/05/24 01052024 202401 300-20700-10000 11.14 FY24 ASSESSMENTS	*	5,276.74	
	17.14 FY24 ASSESSMENTS 1/05/24 01052024 202401 300-20700-10000 11.21 FY24 ASSESSMENTS	*	4,221.39	
	1/05/24 01052024 202401 300-20700-10000	*	27,744.17	
	11.28 FY24 ASSESSMENTS 1/05/24 01052024 202401 300-20700-10000	*	419,188.22	
	11.30 FY24 ASSESSMENTS 1/05/24 01052024 202401 300-20700-10000	*	69,817.90	
	12.06 FY24 ASSESSMENTS 1/05/24 01052024 202401 300-20700-10000	*	9,018.89	
	12.14 FY24 ASSESSMENTS 1/05/24 01052024 202401 300-20700-10000	*	1,055.34	
	12.22 FY24 ASSESSMENTS VILLAGES OF WESTPORT CDD 1/01/24 67 202401 310-51300-34000		5	38,529.21 001886
1/08/24 00029	1/01/21 0/ 202101 310 31300 31000	*	3,246.25	
	JAN MANAGEMENT FEES 1/01/24 67 202401 310-51300-49500	*	100.00	
	JAN WEBSITE ADMIN 1/01/24 67 202401 310-51300-35100 JAN INFO TECH	*	150.00	
	1/01/24 67 202401 310-51300-31300	*	250.00	
	JAN DISSEM AGENT SERVICES 1/01/24 67 202401 310-51300-49000	*	50.00	
	JAN RECORD STORAGE 1/01/24 67 202401 310-51300-51000	*	.27	
	OFFICE SUPPLIES 1/01/24 67 202401 310-51300-42000 POSTAGE	*	5.67	
	1/01/24 67 202401 310-51300-42500	*	5.40	
	COPIES GOVERNMENTAL MANAGEMENT :	SERVICES		3,807.59 001887
1/08/24 00004	1/01/24 PSI04294 202401 320-53800-46800	*	1,152.23	
	JAN LAKE MAINTENANCE SOLITUDE LAKE MANAGEMENT			1,152.23 001888
1/08/24 00005	1/02/24 416184 202401 320-53800-34000	*	1,600.00	
	JAN FIELD SERVICES 1/02/24 416184 202401 330-57200-46700	*	910.00	
	JAN JANITORIAL 1/02/24 416184 202401 330-57200-46400 JAN POOL MAINTENANCE	*	1,208.33	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/06/24 PAGE 2
*** CHECK DATES 01/01/2024 - 03/30/2024 *** VILL OF WESTPORT - GENERAL

			ILL OF WESTPORT - GENERAL ANK A VILLAGES OF WESTPORT	DZ4 - 03/30/2024 V	01/01/202	CHECK DATES
CHECK AMOUNT #	AMOUNT	STATUS	VENDOR NAME SUB SUBCLASS	OICEEXPENSED TO INVOICE YRMO DPT ACCT#	INVO	CHECK VEND# DATE
	907.67			4 416184 202401 320-53800- JAN FACILITY MAINTENANCE		
4,626.00 001889			VESTA PROPERTY SERVICES, INC.			
	1,600.00	*	34000	3 415294 202312 320-53800-	12/01/23	1/08/24 00005
	910.00	*	46700	DEC FIELD SERVICES 3 415294 202312 330-57200- DEC JANITORIAL		
	1,208.33	*	46400	3 415294 202312 330-57200-	12/01/23	
	907.67	*		DEC POOL MAINTENANCE 3 415294 202312 320-53800- DEC FACILITY MAINTENANCE	12/01/23	
4,626.00 001890			VESTA PROPERTY SERVICES, INC.	DEC PACIFITI MAINTENANCE		
	4,435.23	*	10200	JAX63950 202312 320-53800- DEC LANDSCAPE MAINTENANCE	12/31/23	1/08/24 00006
4,435.23 001891			YELLOWSTONE LANDSCAPE	DEC LANDSCAFE PAINTENANCE		
	43.68	*	46600	1 56719295 202401 330-57200- JAN PEST CONTROL		1/23/24 00002
43.68 001892			BUG OUT			
	100.00	*	31300	1 202401 310-51300- SERIES 2005A AMORT SCHED	1/19/24	1/23/24 00046
100.00 001893			DISCLOSURE SERVICES			
	250.50	*	31500	1 8468 202312 310-51300-	1/13/24	1/23/24 00032
250.50 001894			KILINSKI VAN WYK, PLLC			
	560.00	*		73395398 202401 330-57200- JAN SECURITY		1/23/24 00031
560.00 001895			VECTOR SECURITY, INC.			
	500.00	*	49500	4 938 202401 310-51300- DOMAIN & WEBSITE TRANSFER	1/24/24	2/02/24 00047
500.00 001896			BBM AMERICA, LLC			
	1,600.00	*	34000	4 416716 202402 320-53800- FEB FIELD SERVICES	2/01/24	2/02/24 00005
	910.00	*	46700	4 416716 202402 330-57200- FEB JANITORIAL	2/01/24	
	1,208.33	*	46400	4 416716 202402 330-57200-	2/01/24	
	907.67	*	46000	FEB POOL MAINTENANCE 4 416716 202402 320-53800- FEB FACILITY MAINT	2/01/24	
4,626.00 001897			VESTA PROPERTY SERVICES, INC.	IDD TACIDITI NATMI		

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/06/24 PAGE 3
*** CHECK DATES 01/01/2024 - 03/30/2024 *** VILL OF WESTPORT - GENERAL

	В	ANK A VILLAGES OF WESTPORT			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/02/24 00016	1/09/24 01092024 202401 300-20700- 01.09 FY24 ASSESSMENTS	10000	*	2,417.89	
	UI.U9 FIZ4 ASSESSMENTS	VILLAGES OF WESTPORT CDD	*		2,417.89 001898
2/08/24 00029	2/01/24 68 202402 310-51300-		*	3,246.25	
	FEB MANAGEMENT FEES 2/01/24 68 202402 310-51300-		*	100.00	
	FEB WEBSITE ADMIN 2/01/24 68 202402 310-51300-		*	150.00	
	FEB INFO TECH 2/01/24 68 202402 310-51300-		*	250.00	
	FEB DISSEM AGENT SERVICES 2/01/24 68 202402 310-51300-	49000	*	50.00	
	FEB RECORD STORAGE 2/01/24 68 202402 310-51300-	51000	*	.15	
	OFFICE SUPPLIES 2/01/24 68 202402 310-51300-		*	85.74	
	POSTAGE 2/01/24 68 202402 310-51300-	42500	*	3.90	
	COPIES	GOVERNMENTAL MANAGEMENT SE	RVICES		3,886.04 001899
2/08/24 00004	2/01/24 PST04622 202402 320-53800-	46800	*	1.152.23	
	FEB LAKE MAINTENANCE	SOLITUDE LAKE MANAGEMENT			1,152.23 001900
2/08/24 00006	1/31/24 JAX65289 202401 320-53800-	46200	*	4,435.21	
	TAN LANDSCAPE MATNTENANCE	YELLOWSTONE LANDSCAPE			4,435.21 001901
2/08/24 00006	2/06/24 JAX65513 202402 320-53800-	46500	*	3,054.00	
	FEB IRRIGATION REPAIRS	YELLOWSTONE LANDSCAPE			3,054.00 001902
2/21/24 00002	2/16/24 57728691 202402 330-57200-			43.68	
	FEB PEST CONTROL	BUG OUT			43.68 001903
2/21/24 00018	2/08/24 24-00838 202402 310-51300-		*	79.63	
	NOTICE OF MEETING 2/8	JACKSONVILLE DAILY RECORD	C/0		79.63 001904
2/21/24 00032	2/11/24 8732 202401 310-51300-		*	1,426.00	
	JAN GENERAL COUNSEL	KILINSKI VAN WYK, PLLC			1,426.00 001905

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/06/24 PAGE 4
*** CHECK DATES 01/01/2024 - 03/30/2024 *** VILL OF WESTPORT - GENERAL

CHECK DATED		ANK A VILLAGES OF WESTPORT			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/21/24 00031	2/11/24 73558898 202402 330-57200- FEB SECURITY	34500	*	560.00	
		VECTOR SECURITY, INC.			560.00 001906
3/12/24 00029	3/01/24 69 202403 310-51300-	34000	*	3,246.25	
	MAR MANAGEMENT FEES 3/01/24 69 202403 310-51300-	49500	*	100.00	
	MAR WEBSITE ADMIN 3/01/24 69 202403 310-51300-		*	150.00	
	MAR INFO TECH 3/01/24 69 202403 310-51300-	31300	*	250.00	
	MAR DISSEM AGENT SERVICES 3/01/24 69 202403 310-51300-	49000	*	50.00	
	MAR RECORD STORAGE 3/01/24 69 202403 310-51300-	51000	*	.09	
	OFFICE SUPPLIES 3/01/24 69 202403 310-51300-	42000	*	60.14	
	POSTAGE 3/01/24 69 202403 310-51300-	42500	*	15.60	
	COPIES	GOVERNMENTAL MANAGEMENT SERVICE	S		3,872.08 001907
3/12/24 00004	3/01/24 PST05270 202403 320-53800-	46800	*	1.152.23	
	MAR LAKE MAINTENANCE	SOLITUDE LAKE MANAGEMENT			1,152.23 001908
3/12/24 00005	3/01/24 417586 202403 320-53800-	34000	*	1,600.00	
	MAR FIELD SERVICES 3/01/24 417586 202403 330-57200-		*	910.00	
	MAR JANITORIAL 3/01/24 417586 202403 330-57200-	46400	*	1,208.33	
	MAR POOL MAINTENANCE 3/01/24 417586 202403 330-57200- MAR FACILITY MAINTENANCE		*	907.67	
	MAR FACILITY MAINTENANCE				4,626.00 001909
	2/29/24 JAX 6628 202402 320-53800- FEB LANDSCAPE MAINTENANCE	46200	*	4,435.21	
	FEB LANDSCAPE MAINTENANCE	YELLOWSTONE LANDSCAPE			4,435.21 001910
3/27/24 00002	3/16/24 58748861 202403 330-57200-	46600	*	43.68	
	MAR PEST CONTROL	BUG OUT			43.68 001911
	3/14/24 8985 202402 310-51300- FEB GENERAL COUNSEL	31500	*	1,114.00	
		KILINSKI VAN WYK, PLLC			1,114.00 001912

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPA: *** CHECK DATES 01/01/2024 - 03/30/2024 *** VILL OF WESTPORT - GENER BANK A VILLAGES OF WEST	RAL	RUN 5/06/24	PAGE 5
CHECK VEND#INVOICEEXPENSED TO VENDOR NA DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AME STATUS	AMOUNT	CHECK AMOUNT #
3/27/24 00031 3/11/24 73718701 202403 330-57200-34500 MAR SECURITY	*	560.00	
VECTOR SECURITY, INC			560.00 001913
${f T}($	OTAL FOR BANK A	596,114.32	
${f T}$	OTAL FOR REGISTER	596,114.32	