

Villages of Westport Community Development District

12051 Corporate Boulevard, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901

www.villagesofwestportcdd.com

The meeting of the Board of Supervisors of **Villages of Westport Community Development District** will be held **Friday, January 10, 2020 at 12:00 pm** at the offices of ICI Homes 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258. The following is the agenda for this meeting.

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period[for any members of the public desiring to speak on any proposition before the Board]

General Business Matters

1. Consideration of Minutes of the July 12, 2019 Board of Supervisors' Meeting
2. Consideration of Minutes of the July 12, 2019 Auditor Selection Committee Meeting
3. Ratification of Grau & Associates Engagement Letter for Auditing Services FY 2019
4. Ratification of Termination Letter to Duval Landscape Maintenance
5. Ratification of Contract with Yellowstone Landscape for Landscape and Irrigation Maintenance Service
6. Consideration of Vehicle Removal Agreement from Private Property from ASAP Towing & Storage
7. Discussion Pertaining to the Site Map of the District
8. Ratification of ADA Compliance Agreement for Auditing Services
9. Review of Homeowners List with Questions and Concerns
10. Review of the Bond Amortization Schedule
11. Ratification of Payment Authorization 2019-42 & 2019-44 – 2019-46
12. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the July 12, 2019
Board of Supervisors Meeting

MINUTES OF MEETING

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

Friday, July 12, 2019

ICI Homes

**14785 Old. St. Augustine Road, Suite 3,
Jacksonville, FL 32258**

11:30 AM

Present and constituting a quorum:

Kelly McCarrick	Chairperson	
David Haas	Vice Chairperson	
Syron Stewart	Assistant Secretary	
Andy Hagan	Assistant Secretary	
Henry Simmons	Assistant Secretary	(joined meeting in progress at 12:12 p.m.)

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC
Katie Buchanan	District Counsel- Hopping Green & Sams (via phone)
Mike Veazey	ICI Homes

Audience Members Present and or Via Speakerphone

FIRST ORDER OF BUSINESS

Business Matters

Call to Order and Roll Call

The meeting was called to order by Ms. Carvalho at 11:58 a.m. and roll call was initiated. Quorum was established with the attendance of Board Members Kelly McCarrick, Andy Hagan, Syron Stewart and David Haas. Others in attendance are listed above.

Public Comment Period

There were not public comments at this time

**Consideration of the Minutes of
the April 11, 2019 Board of
Supervisors Meeting**

The Board reviewed the Minutes of the April 11, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Hagan, seconded by Mr. Haas, with all those in favor, the Board approved the Minutes of the April 11, 2019 Board of Supervisors' Meeting.

**Consideration of the Minutes of
the April 11, 2019 Auditor
Selection Committee Meeting**

The Board reviewed the Minutes of the April 11, 2019 Auditor Selection Committee Meeting.

On MOTION by Mr. Hagan, seconded by Mr. Haas, with all those in favor, the Board approved the Minutes of the April 11, 2019 Auditor Selection Committee Meeting.

**Review and Acceptance of Fiscal
Year 2018 Audit Report**

Ms. Carvalho explained that the Report has been filed with the State prior to June 30, 2019. She requested a motion from the Board to accept the Fiscal Year 2018 Audit Report.

On MOTION by Mr. Haas, seconded by Ms. Stewart, with all those in favor, the Board accepted the Fiscal Year 2018 Audit Report.

**Letter from the Supervisor of
Elections- Duval County**

Ms. Carvalho stated that the letter outlines that there are 595 registered voters living in the District. Ms. Carvalho stated that in Fiscal Year 2020 there will be a General Election whereby two additional seats will be up for the General Election. She requested a motion to accept the letter for the record.

On MOTION by Ms. Stewart, seconded by Mr. Haas, with all those in favor, the Board accepted the Letter from the Supervisor of Elections Duval County.

Consideration of ADA Auditing Services Proposal

Ms. Buchanan discussed that they have noticed in recent months a number of lawsuits being filed against Special Districts and other forms of Local Government by law firms representing the visually impaired individuals and their argument is that under the ADA they are not able to access the documents online of Districts websites in a way that a seeing person can and stated they are updating the websites and what is in your agenda packet is a proposal is for an Audit to ensure continuing compliance that is a mandatory requirement for our insurer to continue to provide coverage. Ms. Carvalho explained the options for ADA Auditing Services. A discussion took place regarding various lawsuits on District websites for ADA compliance for the visually impaired.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all those in favor, the Board approved ADA Auditing Services Option 1. The quarterly technical and human audit of the amount of \$1,200.00 annually.

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2019-07, Adopting the Fiscal Year 2020 Budget and Appropriating Funds**

Ms. Carvalho requested a motion to open the public hearing.

On MOTION by Ms. McCarrick, seconded by Mr. Hagan, with all those in favor, the Board opened the Public Hearing.

Ms. Carvalho explained that "Exhibit A" is the Operations and Maintenance Budget and "Exhibit B" is the repayment of the Bonds. A discussion took place regarding the changes to the Budget. Ms. Carvalho asked where the Board would like to reflect the change to the ADA website. Ms. McCarrick suggested adopting the Budget as presented. She noted that Supervisor fees were added due to resident Board Members.

Ms. Stewart stated that she is not being compensated. So the Supervisor fee will end up being less. That amount would cover part of the website line item.

A resident asked about repair, maintenance and irrigation. She did not think there was irrigation in the neighborhood. Mr. Veazey explained it is the front entrance in Phase 1 and along Braddock Road. The resident asked about the soccer field and irrigation system. She said that the irrigation system is irrigating the street and not the grass.

Mr. Simmons joined the meeting in progress via phone at 12:12 p.m.

The resident continued to ask if there was phone line in at the Amenity Center. Mr. Veazey stated that it is a cable line so District staff can remotely access the security cameras. She stated that the pool maintenance needs to be addressed due to concerns and if they are performing services. Mr. Veazey stated that they should be brushing thoroughly the pool surfaces. She noted that she is not seeing janitorial services being done at the pool. It was stated that they come out three times per week and they come early in the morning.

Resident in the audience requested funds from the District for the following: events, banners, flyers and signage for community to post weekly meetings and upcoming events. Ms. Buchanan stated that to the extent that the Board finds that those items provide a benefit to the residents in the community and they fall in a recreation category or related to improvements that they are charged with managing then they could do it but for the extent that it falls outside of those boundaries she would be cautious. A lengthy discussion ensued. Ms. McCarrick stated that the District could put a bulletin board in the amenity center for the group to place its own print material and flyers but the CDD cannot pay for the printing of those flyers. Ms. Stewart stated that she can manage the bulletin board.

Ms. Carvalho directed everyone back to the Budget. A lengthy discussion took place regarding events funded by the District and hosted by the Villages of Westport Residential Advisory Board

The Board discussed adjusting the Budget. The Supervisors fee will be lowered by \$800.00 and the Engineer's fee will be lowered by \$1,200.00. A new Community Events line item was created in the amount of \$2,000.00. Residents can bring their proposal for the cost of the event to Mr. Veazey and the Board can ratify the action at the following meeting.

On MOTION by Ms. McCarrick, seconded by Mr. Hagan, with all those in favor, the Board closed the Public Hearing.

Ms. Carvalho recapped that the District will reduce the Supervisors fee to \$800.00. The District Engineer fee will be reduced to \$3,050.00. A new line item will be added called Community Events for \$2,000.00

On MOTION by Mr. Haas, seconded by Ms. McCarrick, with all those in favor, the Board approved Resolution 2019-07, Adopting the Fiscal Year 2020 Budget and Appropriating Funds, as amended.

Mr. Hagan stepped out of the meeting at 12:32 p.m. and rejoined the meeting at 12:35 p.m.

**Public Hearing on the
Imposition of Special
Assessments**

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of
Resolution 2019-08,
Imposition of Special
Assessments and
Certifying an Assessment
Roll**

Ms. Carvalho requested a motion to open the Public Hearing.

On MOTION by Ms. McCarrick, seconded by Mr. Hagan, with all those in favor, the Board opened the Public Hearing.

Ms. Carvalho explained that the resolution certifies the Budget for the Tax Roll for Debt Service Budget and the Operations and Maintenance Budget. Ms. Carvalho requested a motion to close the public hearing.

On MOTION by Ms. McCarrick, seconded by Ms. Stewart, with all those in favor, the Board closed the Public Hearing.

Ms. Carvalho requested a motion to approve Resolution 2019-08, Imposing Special Assessments and Certifying an Assessment Roll.

On MOTION by Ms. McCarrick seconded by Mr. Haas, with all those in favor, the Board approved Resolution 2019-08, Imposition of Special Assessments and Certifying an Assessment Roll.

**Consideration of Resolution 2019-
09, Adopting the Annual Meeting
Schedule for Fiscal Year 2019-
2020**

The Board discussed changing the time of the meetings to 12:00 p.m.

On MOTION by Ms. McCarrick, seconded by Ms. Stewart, with all in favor, the Board approved Resolution 2019-09, Adopting the Annual Meeting Schedule for Fiscal Year 2019-2020, as amended.

**Review of Audit Selection
Committee Ranking and Selection
of Auditor**

The District had an Audit Selection Committee meeting prior to the Board meeting today. The result and ranking for that meeting were as follows:

1. Grau & Associates with 100 points. Ranking them No. 1
2. Berger Toombs, Elam, Gaines & Frank with 98 points. Ranking them No. 2
3. Carr, Riggs, Ingram with 95 points. Ranking them No. 3

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all those in favor, the Board accepted the recommended rankings for the Auditors and directed staff to proceed with an engagement letter with Grau and Associates.

**Consideration of purchase of
Bulletin Boards**

The Board reviewed purchase of the bulletin boards.

On MOTION by Mr. Haas, seconded by Mr. Stewart, with all those in favor, the Board granted authority to Mr. Veazey and District Staff to make the decision of proceeding with the purchase of the bulletin boards upon allocation of funds from the current year's Budget.

**Ratification of Payment
Authorizations 2019-06 - 2019-30**

The Board reviewed Payment Authorizations 2019-06 - 2019-30

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all those in favor, the Board ratified Payment Authorizations 2019-06 - 2019-30.

Review of District Financial Statements

The Board reviewed the Financial Statements. The Financials are as of May 31, 2019.

No action was necessary and there were no questions or comments.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Carvalho noted that the next meeting is scheduled for October 12, 2019.

THIRD ORDER OF BUSINESS

Audience Comments and Supervisor Requests

Ms. McCarrick asked the Board to consider authorizing Mr. Veazey to approve an event for a not to exceed amount of \$1,000.00 based on availability of funds in this year's Budget and also moving into next year's Budget the same authority would carry over.

On MOTION by Ms. McCarrick, seconded by Mr. Haas, with all those in favor, the Board authorized Mr. Veazey to approve an event for a not to exceed amount of \$1,000.00 based on availability of funds in this year's Budget and carrying over into next Fiscal Year.

The Board commended and thanked Jake the Security Vendor for everything he has done for this community.

Ms. Stewart commented about the mailbox. Mr. Veazey will look into this matter.

Ms. Milagros commented on installing a fence where there is a gap between columns on the wall by her house to potentially eliminate access from people using her yard to gain access to the basketball court and tennis courts. Mr. Veazey will take a look at the fence issue.

Jake discussed security issues within the community.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to be discussed.

On MOTION by Mr. Hagan, seconded Ms. Stewart, with all those in favor, the July 12, 2019 Board of Supervisors Meeting of the Villages of Westport CDD was adjourned at 12:57 PM

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the July 12, 2019
Auditor Selection Committee Meeting

MINUTES OF MEETING

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT AUDIT SELECTION COMMITTEE MEETING MINUTES

Friday, July 12, 2019

14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258

11:30 a.m.

Present and constituting a quorum:

Kelly McCarrick	Committee Member
Syron Stewart	Committee Member
David Haas	Committee Member
Andy Hagan	Committee Member

Also present were:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC
Katie Buchanan	District Counsel- Hopping Green & Sams (via phone)
Mike Veazey	Project Manager- ICI Homes
Various Audience Members Present and via phone	

FIRST ORDER OF BUSINESS

Business Matters

Call to Order and Roll Call

Ms. Carvalho called to order the meeting at 11:54 a.m. and roll call was initiated. Quorum was established with the attendance of the Committee Members Kelly McCarrick, Andy Hagan, David Haas and Syron Stewart. Others in attendance are listed above.

Public Comment Period

There were no comments by the public present or via phone.

SECOND ORDER OF BUSINESS

Review of Auditing Services Proposals

- a) Berger, Toombs, Elam,
Gaines & Frank

- b) Carr, Riggs, & Ingram
- c) Grau & Associates

Ms. Carvalho stated that behind Tab 1 there are three different Auditing Companies submitted proposals. They were Berger, Toombs, Elam, Gaines & Frank, Carr Riggs & Ingram, and Grau & Associates.

THIRD ORDER OF BUSINESS

Ranking of Auditing Services Proposals

Ms. Carvalho stated that behind Tab 2 is a ranking of auditing services proposal sheet which outlines those three companies and the price at the bottom.

She noted that Berger, Toombs, Elam, Gaines & Frank for three years term fee of \$17,070.00. Carr Riggs & Ingram for a three years term fee of \$17,600.00. Grau & Associates for a three year term fee of \$13,800.00. Ms. Carvalho asked the Board to review the proposals.

Ms. McCarrick stated that she has worked with Carr, Riggs & Ingram and Grau & Associates. The District Manager has worked with all three auditing firms. Ms. McCarrick noted that Grau & Associates lost multiple Districts a few years ago due to price and they have come in competitively this year to win those clients back. She noted that she has awarded the business back to them in other Districts. She recommended the Board ranks based on price which would give all firms on the top four criteria 20 points and then awarding Grau & Associates a total of 20 points for price, Berger, Toombs, Elam, Gaines & Frank a total of 18 points for price and Carr Riggs, Ingram a total of 15 points for price.

Ms. Carvalho requested a motion to approve the ranking as follows:

1. Grau & Associates with 100 points. Ranking them No. 1
2. Berger Toombs, Elam, Gaines & Frank with 98 points. Ranking them No. 2
3. Carr, Riggs, Ingram with 95 points. Ranking them No. 3

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all those in favor, the Auditor Selection Committee approved the recommended ranking as follows; Grau & Associates with 100 points Ranking them No.1, Berger Toombs, Elam, Gaines & Frank with 98 points Ranking them No. 2, and Carr, Riggs, Ingram with 95 points Ranking them No. 3.

FOURTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Haas, seconded by Ms. Stewart, with all those in favor, the Audit Selection Committee adjourned the July 12, 2019 meeting for the Villages of Westport Community Development District at 11:54 AM.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Grau & Associates Engagement
Letter for Auditing Services FY 2019



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 13, 2019

To Board of Supervisors
Villages of Westport Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Villages of Westport Community Development District, Duval County, Florida ("the District") for the fiscal year ended September 30, 2019, with an option for two one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Villages of Westport Community Development District as of and for the fiscal year ended September 30, 2019 with an option for two one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$4,500 for the September 30, 2019 audit. The fees for fiscal year 2020 and 2021 will not exceed \$4,600 and \$4,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Villages of Westport Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Villages of Westport Community Development District.

By: Kelly McConico

Title: Chair

Date: 12/10/19



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Termination Letter to Duval
Landscaping Maintenance

Villages of Westport Community Development District

12051 Corporate Boulevard, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.villagesofwestportcdd.com

November 27, 2019

Via E-Mail and Overnight Delivery

Duval Landscape Maintenance
Rob Bullock, President
7011 Business Park Blvd. N.
Jacksonville, FL 32256

Re: Villages of Westport Community Development District (the "District") – Termination of Landscape Maintenance Agreement by and between the District and Duval Landscape Maintenance

Dear Mr. Bullock:

Please let this letter serve as your thirty (30) day written notice of termination pursuant to section 10 of the above-referenced Agreement and services are to be completed per the contract through December 31st. The Agreement shall be terminated December 31, 2019.

The District appreciated your past service to the District and wished you and your company will in the future. Any questions you have with respect to this notice should be sent in writing to my attention.

Sincerely,

Vivian Carvalho
District Manager

cc: Via Email ONLY
Katie Buchanan, District Counsel
Villages of Westport CDD Board of Supervisors
Mike Veazey, ICI Homes



**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Contract with Yellowstone
Landscape for Landscape and Irrigation
Maintenance Service

**AGREEMENT BETWEEN VILLAGES OF WESTPORT COMMUNITY
DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE
FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

1ST DAY OF DECEMBER

This Agreement ("Agreement") is made and entered into this ~~26th~~ day of November, 2019 by and between: BD
CS

Villages of Westport Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

Yellowstone Landscape, a Florida limited liability company, with a mailing address of 2663 Robert Street, Jacksonville, Florida 32207 (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, 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:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape

and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for certain lands within the District, specifically identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor monthly payments of Three Thousand Six Hundred Fifteen Dollars and Seventy Eight Cents (\$3,615.78) for an annual total of Forty Three Thousand Three Hundred Eighty Nine Dollars and Forty Cents (\$43,389.40). Unless terminated earlier by either party in accordance with the provisions of this Agreement, the term of this Agreement shall be from the date set forth above through September 30, 2020 and shall automatically renew pursuant to the same terms and conditions set forth herein for successive one year terms beginning on October 1 and ending on September 30.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due

hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief,

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

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no

authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Villages of Westport Community Development
District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Yellowstone Landscape
2663 Robert Street
Jacksonville, Florida 32207
Attn: CHRYNIZ C. PL. 253106

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

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Vivian Carvalho ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, CARVALHOV@PFM.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**VILLAGE OF WESTPORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Board of Supervisors

Kelly McCarrick
By: KELLY McCARRICK
Its: Chair
Board of Supervisors

Print Name: _____

YELLOWSTONE LANDSCAPE

Blake Dougherty
Witness

By: Cheyne Solasbee
Print: Cheyne Solasbee
Its: Branch Manager

Blake Dougherty
Print Name of Witness

Exhibit A: Scope of Services

11 EXHIBIT A
Contractor Name: Yellowstone Landscape

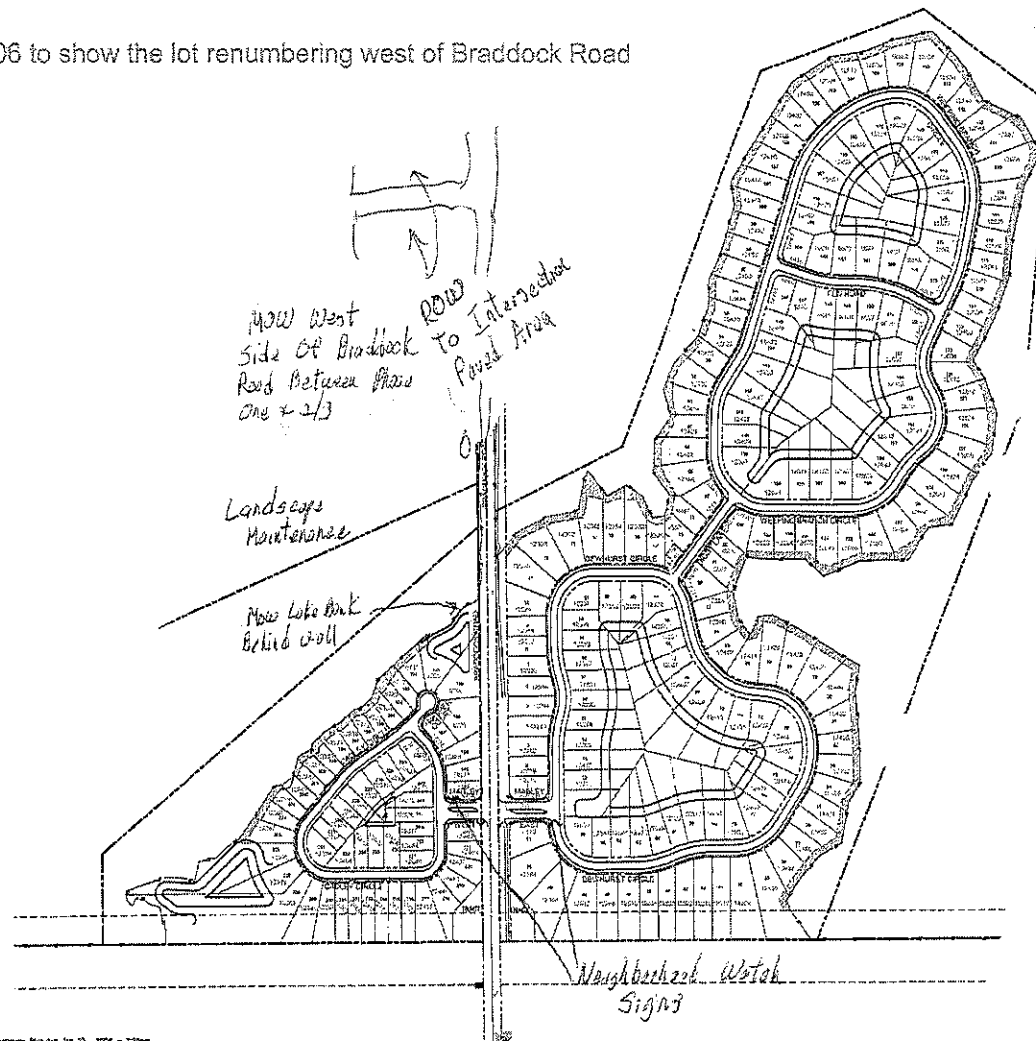
Company Services In-House (Yes or No)	Sub-Contractor used: (Yes or No)	On Staff Certifications & Licenses (Yes or No)	Services Area North FL, Regional, National)
Maintenance YES	Maintenance NO	Arborist Kyle Stoudenmire ID# ID# FL-9365A	Jacksonville
Fert & Pest YES	Fert & Pest NO	Certified Pest Operator Kyle Davis ID# ID# JF181203	Years in Business 18 years
Irrigation YES	Irrigation NO	Best Mgmt. Practices Blaine Peterson ID# ID# GV11201-1	# of Employees 100+
Installation YES	Installation NO		Educational Programs Available Yes
Arbor Care YES	Arbor Care NO		Hurricane Plan Yes-Attached

Insurance Information:

Yes or No	YES	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.
Yes or No	YES	2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than \$1,000,000 per occurrence, combined single limit, \$2,000,000 Aggregate.
Yes or No	YES	3) Umbrella or Excess Liability coverage of \$2,000,000 providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)
Yes or No	YES	4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than \$2,000,000 per occurrence, combined single limits.

Services Freq & Pricing

General Maint	# of Visits	41	
	# of Turf mow	41	
	# of Shrub Details	12	
	Price for General Maintenance	\$31,000	
Irrigation	# of Irri Checks	12	
	Price for Irrigation Checks	\$3600	
Flowers	# of Flowers per Change out	87	
	# of Flower Change outs	4	
	Total Flowers	348	
	Price for Flower	\$539.40	
Mulch	Cu. Yards Mulch	120	
	Price for Mulch	\$5450	
Fert & Pest	# of Visits for IPM	12	
	# of Turf Fertilizations	6	
	# of Shrub Fertilizations	2	
	Price for Fertilization	\$8,250	
Palm Trees	Palms Qty	25	
	# of Palm Pruning	1	
	Price for Palm Maint.	\$625	
Total contract Price		\$49,464.40	\$43,389.40



AGENTS NUMBER 5 APPROX
10 SIGNS: *10/10/10/10/10/10/10/10/10/10*
PLANNING AGENTS EQUIPMENT
REPORTING

[illegible]

GENERAL CIVIL
TRANSPORTATION
ENVIRONMENTAL
GEOGRAPHIC SCIENCES

© LATEST DATE HEREON
GREENHORNE & O'MARA, INC.
4417 BEACH BOULEVARD, SUITE 101
JACKSONVILLE, FLORIDA 32207
PHONE: (904) 546-1777 FAX: (904) 546-0087
www.g-o-inc.com

DESIGN ENGINEER:
NOLAN E. BROCKMEIER
FLORIDA REGISTRATION NUMBER:
54481

MoE DRAWN	SCALE	AS NOTED
Mo6 DRAWN	S1	
MoE CHECKED	SHEET	1 OF 52
APR 2004	180103	

EXHIBIT A

EXHIBIT A

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in texture and appearance as maintained on the property shall be provided. In the event of bald spots and/or dead grass resulting from any negligent act or omission of the contractor, the contractor shall restore and replace the sod at its own expense within thirty (30) days of notification by the POA. Grass cutting height shall be between 3 and 4 inches. Any clippings remaining on the grass surface after twenty four (24) hours must be removed.

**Fire ants will be treated with fire ant bait by the contractors mowing staff during each mowing service.

ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF

All turf areas are to be mowed no less than once every seven (7) days during the months of April to October.

All turf areas are to be mowed no less than once every fourteen (14) days from November 1st to March 31st.

Weekly mowing services will be starting week of April 1st and end on the week starting November 1st.

Bi-weekly mowing services will be starting week of November 1st and end the week starting April 1st.

NON-IRRIGATED BAHIA TURF

Bahia turf will be maintained to keep a well-groomed appearance. Contractor will adjust mowing frequency accordingly.

October - April 14 Services dependent on weather 1-3 mow per month.

Or as needed to maintain a well-groomed appearance.

May - September 22 Services weekly mowing services

Or as needed to maintain a well-groomed appearance.

2. EDGING

Defined as the outlining and/or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed only with prior written approval in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants and building areas by use of mechanical edger's. The shape and configurations of plant beds shall be maintained as instructed by POA.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1st to March 31st. Edging will be done within twenty-four (24) hours of the scheduled mowing service. The edging of all planting beds will be completed no less than once every fourteen (14) days to maintain a crisp, clean appearance, free of grass invasion. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS

Defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. Weeding would include the weeding of all beds. Walkways, decks, curbs and concrete joints will be performed as needed or every two (2) weeks during growing months or every three (3) weeks during dormant months. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured.

At no time are weeds in excess of one square foot of ground cover in one location or 6" in height acceptable.

4. TRIMMING

Trimming will be completed during each visit by use of chemicals, a string trimmer, or other mechanical means to prevent weeds and/or undesirable grasses from encroaching upon lawns and mulched areas. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State and County directives on environmental control. Chemicals must have an EPA approval number.

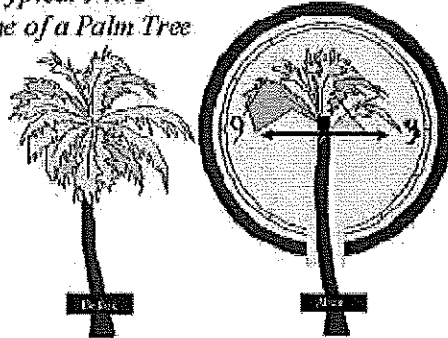
5. TREES

Trees in pedestrian walkway areas will have a clearance maintained up to seven to eight (7-8) feet in height.

Trees along roadways, entrances, and driveways will have a clearance maintained up to twelve to fourteen (12-14) feet in height.

Palm trees up to twelve (12) feet of clear trunk will be trimmed of excess fronds and cleaned of unwanted seedpods and debris during the sectional rotation. Palm trees will be trimmed to 9 & 3 or 10 & 2 o'clock and no higher. No dead fronds are allowed.

*A Typical 9 to 3
Prune of a Palm Tree*



Palm Tree Pruning

Palms will be pruned as displayed to the left. Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris

Note: Canary, Medjool and Dactylifera will be pruned Two (2) time per year during the seedpod bloom but before seed pods drop fruit or flowers. Only dead fronds and fronds that are over 50% discolored should be removed.

Sucker growth shall be removed monthly. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crepe myrtle trunk.

Crepe Myrtles will be pruned one (1) time per year in February if requested.

6. BLOWING

Sidewalks, curbs, driveways, walkways, lanais and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted debris generated by Contractor by the use of forced air machinery.

7. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a program is not in effect, contractor will provide an estimate based on time and materials needed for effective treatment.

8. SERVICE REQUESTS

Service requests are expected to be handled within twenty-four (24) to forty-eight (48) hours and communicated via email or written work order back to community manager that the work service request was completed. It is understood that service requests that require parts or material to be ordered may take more time. In these instances, anticipated date of completion must be communicated via email or written work order back to community manager.

Service requests regarding shearing of ornamentals or weeds in plant beds are expected to be handled as they arise.

9. SHEARING OF ORNAMENTALS

Shearing of shrubs and hedges will be done to maintain a crisp appearance and to conform to the landscape design intended by the landscape architect and the POA.

Shearing of shrubs and hedges in the community shall be performed at minimum every three (3) weeks during the months of March thru November and every four (4) weeks during the months of December thru February. Total of 12-16 cycles. Unless otherwise directed by POA, all pruning, trimming and thinning of plants will be done so that the intended shapes are retained.

*Ornamental Grasses will be pruned/cutback once per year in the spring.

10. TRASH REMOVAL

Contractor will remove all debris and/or litter from each area prior to mowing so as to not mow over and cause shredded debris.

11. DEBRIS REMOVAL

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

12. DEAD WOOD/ MATTER

Dead tree branches shall be removed and/or pruned as required. Extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds, and mulch shall be added as necessary to constantly maintain a clean appearance.

13. LEANING TREES

Any trees installed by the contractor during the term of this service contract shall be straightened by pulling them to an upright position and installing a new guy wire and/or stake using as small an eye screw as is necessary to complete the task. If the tree cannot be successfully straightened by pulling over, then the Contractor shall dig around the root ball and straighten.

14. MULCH APPLICATION SERVICES SPECIFICATIONS

Pricing of Mulch Type, including labor and materials, will be provided to cover all shrub bed areas.

- All beds that have shrubs, ground cover and or trees are to be mulched.
- All beds will have a minimum of 3" depth of mulch with at least 1" of mulch depth being applied with this application.
- Once mulch services are started they are to be completed within 21 calendar days.

This proposal is to price mulch application in the defined areas, please provide Cubic Yards needed for the common areas and a price per Cubic Yard including installation. Application of the quoted yardage will be considered as an bid-alternate by the contractor, bid-alternate price for mulching services is for all community common areas.

Note: Playground mulch areas are not included in this request for proposal.

15. EXTRA SERVICES

All services not covered under this Contract shall be considered "Extra Services" and will be charged for separately according to the nature of the item of work. The consent and authorization of the POA and its authorized representative must be obtained prior to the performance or installation of such "Extra Services" items and prior to purchase of any chargeable materials.

16. CONTRACTOR'S PERFORMANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor's presence on the site shall be as inconspicuous as possible.

17. NEGLECT AND VANDALISM

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the POA. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at POA's expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately and at his expense. Damage caused by others shall be promptly brought to the POA's attention. All water damage resulting from Contractor's negligence shall be corrected at Contractor's expense.

All damage to or thefts of landscaping and irrigation installations not caused or allowed by Contractor shall be corrected by the Contractor at POA's expense upon authorization to proceed.

18. OTHER

Contractor shall answer emergency or complaint calls regarding conditions in the landscaped areas. Contractor shall be vigilant for fallen trees, branches or shrubs and shall correct the problem or, if the work is beyond the scope of their contract, shall place warning signals and advise the POA of the need for major work to be performed.

Contractor is responsible for chemical treatment of all crack weeds throughout the property.

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests.

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- a. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company.
- b. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- c. All materials will be used as approved for intended use by the regulatory standards.
- d. All materials shall be applied per the manufacturer's specifications and guidelines.
- e. Lawn and pesticide signs shall be posted after the use of chemicals for safety and compliance, and removed after appropriate time frame for treated areas to be safe again.

EXHIBIT B

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

TURF CARE

ST. AUGUSTINE GRASS

Contractor will provide fertilization, disease, and insect and weed control to maintain healthy well-manicured turf appearance. Contractor will be required to submit a schedule of these services. Contractor will provide a minimum of twelve (12) dedicated horticultural visits to determine and treat, turf health and vigor and inspect and treat for turf damaging insects. The timing of fertilization and pest control applications will vary depending on weather and local regulation/ordinances. Supplemental fertilization is to be provided as needed to maintain color and health.

It is the contractor's responsibility to develop a complete fertilization program for the community. Contractor's performance is based on the color and health of the turf not applications. These are guidelines to assist the bidder.

Items that are to be followed under all circumstances unless approved in writing from the management company are:

- Fertilizer N-P-K analysis for upcoming or completed fertilizations will be made available when requested.
- Fertilizer Application (Granular) – Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- A minimum of three (3) granular fertilizer applications are to be provided any changes to this specification must be approved in writing by the POA.
- Every granular turf fertilization should have a minimum of 2% - 6% Chelated Iron in the blend.
- Iron Oxide is prohibited to be used as a source of iron. Due to its ability to stain and the Iron Oxide does not benefit plant material it is requested that it is not included in any fertilizer blends applied to plant material.

Turf Fertilization (granular)

St. Augustine and Zoysia

Early Spring Fertilizer Granular Application:

- 24-00-11 Custom Blend Fertilizer. (In some cases this fertilizer was impregnated with a pre-emergent herbicide for summer annual weed control.)

Late Spring/ Early Summer Fertilizer Granular Application:

- 16-00-08 Custom Blend Fertilizer or 24-00-11 Custom Blend Fertilizer + 4.00% - 6.00% Fe

Late Summer/ Early Fall Fertilizer Application:

- 15-00-20 (32% XCU/ 32% Nutralene) + 4.00% - 6.00% Fe Custom Blend Fertilizer or similar granular material.

Additional Applications: Supplemental Liquid or Granular Applications will be done as needed to maintain green healthy turf.

BAHIA GRASS (irrigated areas only)

Contractor will provide fertilization, disease, insect and weed control on the following schedule.

Month Applications

March/April – Spring fertilization and broadleaf weed control

May/June – Summer insect control

July/August – Summer fertilization and insect control

November/December – Winter fertilization and broadleaf weed control

Supplemental insect control will be provided as needed to provide control. No warranty shall apply to Bahia turf.

WEED, DISEASE & PEST CONTROL

January/February

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Pre-emergent weed control treatment for broadleaf and grassy weeds.

March/April

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

May/June

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

July/August

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

September/October

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

November/December

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

FIRE ANTS

- Fire ant bait will be applied during mowing service and fertilization/pest solutions.

Note: The timing of pest control applications will vary depending on weather and local regulation/ordinances. Supplemental insect, weed, and disease control applications are to be provided as needed to provide control. All fertilizer applications are to be granular unless approved by the POA. Chinch bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit.

WARRANTY

If the grass covered under this turf care program dies, the affected grass will be replaced at no charge to the POA. Crabgrass and nut sedge control is to be provided in the proposal either by chemical application or spot turf replacement. Contractor shall mark crabgrass and nut sedge infested areas less than ten square feet and POA shall replace the infested turf upon notification. Contractor shall accept responsibility for replacement of crabgrass and nut sedge infested areas larger than ten square feet.

TREE AND SHRUB CARE

Contractor will provide tree and shrub care on the following schedule.

MONTH	APPLICATION
January	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
February	Spray shrubs and trees as needed for insects and fertilize shrubs and trees with a granular fertilizer blend.
March	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
April	Spray all shrubs and trees for insect and fungus. Fertilize shrubs and trees as needed. Also, soil drench all shrubs and trees with a systemic insecticide.
May	Inspect and spray shrubs and trees as needed.
June	Spray shrubs and trees, as needed, for insects and fertilize shrubs and trees with a granular fertilizer blend.
July	Inspect and spray shrubs and trees as needed.
August	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
September	Inspect and spray shrubs and trees as needed.
October	Spray shrubs and trees as needed for insects and fertilize shrubs and trees with a granular fertilizer blend.
November	Inspect and spray shrubs and trees as needed.
December	Inspect and spray shrubs and trees as needed.

Includes all fertility requirements, and any insect/disease problems on all installed shrubs, trees and palms. Supplemental applications of fertilizer, insect, and disease control will be applied as needed to maintain health and appearance. All fertilizer used will be granular.

WARRANTY

If a plant, shrub or tree dies from insect or disease damage due to negligence while under this tree/shrub care program, it will be replaced by the contractor with one of equal size and value and that is reasonably available.

ORNAMENTALS

- All small trees, shrubs and ground covers shall receive fertilization as needed to maintain green and healthy appearance along with all woody ornamental shrubs. Trees below ten feet (10') will be treated for insects and disease.
- The shrub program also includes a minimum of two (2) granular applications of fertilization per year performed in the spring and fall.
- Palms, small trees, shrubs, and ground cover shall be treated as necessary to prevent or treat micronutrient deficiencies.
- Shrubs, small ornamental trees, and ground covers will be regularly inspected for other shrub damaging insects and diseases. Once identified, the shrubs, small ornamental trees, and ground covers will be treated on an as needed basis to control populations.

PALM TREE CARE

- All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. Twice a year, Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate as needed to maintain green and healthy appearance.

Canary Palms, Medjool, Dactylifera and other Specialty Palms

Contractor will provide a specialty fertilizer program to provide the nutrients and care needed to maintain healthy appearance for Canary, Medjool, Dactylifera and other specialty palms.

- Canary, Medjool and Dactylifera are highly susceptible to Magnesium and Potassium deficiency in the Florida landscape. Contractor will provide the needed fertilization to manage the care of these trees.
- Minimum contractor will provide three (3) granular with a fertilizer that is comparable to the 8-2-14 Mg plus micronutrient palm fertilizer that has 100% of its nitrogen, K and Mg in controlled-release form and its micronutrients, such as iron and manganese, in water-soluble sulfate or chelated (iron only) form as recommended the University of Florida Extension Services.
- Pest and disease treatments will be done as needed to manage and control pests and diseases that are common to these palm trees.
- Contractor is expected to provide preventative treatments to protect against pest and disease, with special attention being paid to the prevention and control of Palmetto Weevils and Graphiola Leaf Spot.

EXHIBIT C

IRRIGATION INSPECTIONS AND MAINTENANCE SPECIFICATIONS

1. FREQUENCY

Contractor shall perform a complete irrigation inspection each month according to schedule. The inspection shall be completed within a one-week period.

2. SERVICE SPECIFICATIONS

- a. Each month, the following items shall be accomplished:
 - Activate each zone of the system.
 - Visually check for and report and damaged or malfunctioning or damaged in any way.
 - Clean and/or adjust any heads not functioning properly.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Leave areas in which repairs or adjustments are made free of debris.
 - Adjust clocks to the watering needs as dictated by weather conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves are sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a monthly written report detailing inspection results by clock and zone.
 - POA has the right to inspect any parts deemed damaged and are being charged for repairs.
- b. Irrigation repairs that become necessary, that are over and above the routine maintenance contract, will be done on a time and material basis. All extra repairs are to be estimated when possible and contractor must obtain approval prior to starting the repair work.
- c. Detailed work orders that include location of work, parts used, and time used, will be generated and approved by the POA.
- d. Service calls required between scheduled visits must be responded to within forty-eight (48) hours.
- e. Damage caused by contractor's crews will be promptly repaired at no charge to the POA.

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Vehicle Removal Agreement
from Private Property from ASAP Towing &
Storage



VEHICLE REMOVAL AGREEMENT FROM PRIVATE PROPERTY

Private property towing means towing or removal of a vehicle without the consent of the vehicle's owner or operator that is parked on private real property.

Property owner - any person who exercises dominion and control of the real property, it is not limited to the legal title holder, lessee, a resident manager or other agent who has legal authority to remove abandoned vehicles.

In valuable consideration, in which receipt of agreement hereby acknowledges, provider shall be customer's exclusive tow service provider for a period term of one (1) year from the date below. This towing service agreement may be cancelled at any time with a 30 day written notice of termination to ASAP Towing & Storage Co..

Property manager/agent: Reid Wicker email: rwicker@lelandmanagement.com

Name of property location: Villages of Westport CDD

Name or title of person authorized to have vehicle(s) removed: Jake Card - Advanced Security Consulting

Address of REAL property from which vehicle(s) to be removed: Sandle Dr. Cluster Mailboxes

The time and days of the week authorized to remove unauthorized vehicles: 24 hours a day/7 days a week

The vehicle removed will be stored at ASAP Towing and Storage Co., Inc. at the indicated location:

10053 103rd St., Jacksonville ☒ 5505 Shad Rd., Jacksonville ☐ 3801 Whitehall St., Jacksonville ☐

722 S. 10th St., Jacksonville Beach ☐ 4640 Avenue B, St. Augustine ☐

Authorized under Jacksonville ordinance code. Towing site shall not be more than 10 radius miles from where tow originates.

Signature of Agent/Leasee: _____ Date: 10 / 21 / 2019

Printed name of Agent/Leasee: 7 Phone: _____

ASAP Towing & Storage Customer Service Representative _____

Each company representative has read and is in agreement with the provisions of the Florida Statute 715.07 and the provisions of this chapter.

A copy of this agreement will be kept on file until further notified by property owner.

Call us at 24/7 Live Dispatch: 771-7111 for all towing service needed.

Plat A & D

CURVE OF A CURVE BEING CONCAVE EASTERLY; COURSE NUMBER THREE: ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,702.09 FEET, AN ARC LENGTH OF 171.01 FEET TO ST, 141.80 FEET; AND COURSE NUMBER FOUR: SOUTH 00°35'52" EAST, A DISTANCE OF 311.43 FEET TO THE POINT OF BEGINNING.

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.

TRACT "LS-2" (LIFT STATION) IS HEREBY IRREVOCABLY DEDICATED TO THE JEA, IN FEE SIMPLE, AND TO ITS SUCCESSORS AND ASSIGNS, IN CONJUNCTION WITH ITS WATER AND SEWER UTILITIES.

TITLE TO THE LANDSCAPE BUFFER TRACT (TRACT "L-6") 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 THE JEA, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT ON, UPON, OVER, AND UNDER THE LANDSCAPE BUFFER TRACT (TRACT "L-6"), FOR ELECTRICAL, WATER REUSE, WATER, SEWER, ACCESS AND OTHER PUBLIC UTILITIES IN CONJUNCTION WITH JEA'S USE OF THE LIFT STATION TRACT, (TRACT LS-2).

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 (TRACT "L-6"), OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF THE LIFT STATION TRACT (TRACT "LS-2") OR JEA'S EASEMENT UPON THE LANDSCAPE BUFFER TRACT (TRACT "L-6"). 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 EASEMENTS RIGHTS UPON THE LANDSCAPE BUFFER TRACT (TRACT "L-6") WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACE ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

TRACT "A" (AMENITY TRACT), TRACTS "A-1" AND "B" (RECREATION AREA), TRACT "C-3" (CONSERVATION AREA), TRACT "L-3" (LANDSCAPING, SIGNAGE AND WALL TRACT), TRACT "L-4" (LANDSCAPING/SIGNAGE/AMENITY/WALL TRACT), AND TRACT "L-6" (LANDSCAPE BUFFER TRACT), ARE HEREBY DEDICATED IN FEE SIMPLE TITLE TO "VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT", ITS SUCCESSORS AND ASSIGNS.

THE PRIVATE UNOBSTRUCTED DRAINAGE EASEMENTS, (LANDSCAPE BUFFER, VEHICULAR NON ACCESS, SIDEWALK, FENCE WALL EASEMENTS), (LANDSCAPE BUFFER, SIGNAGE, FENCE, WALL EASEMENTS), (SIGNAGE, WALL, FENCE AND LANDSCAPE EASEMENTS), WALL EASEMENTS, LANDSCAPE BUFFERS AND WALL/FENCE EASEMENTS ARE HEREBY DEDICATED TO "VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT", ITS SUCCESSORS AND ASSIGNS.

TRACT "BS-1" (BELLSOUTH TRACT), IS HEREBY DEDICATED TO BELLSOUTH, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND COMMUNICATIONS SYSTEM.

IN WITNESS WHEREOF, WPV RESIDENTIAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND 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, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS TO BE SIGNED THIS 17th DAY OF June, 2013.

ATER
ON
I MAY FLOW OR

PART
TANCE

E
ERS
(THEIR)
VER

CTION OF
IER PERSON
I ON THIS
AL PERMITS INCLUDING
TURES TO EFFECT ADEQUATE

REVER RELEASE, DISCHARGE,
ILITY AND EXPENSE IN
GE ARISING
CRIBED ABOVE,
TRACTORS,
LEASE AND IDEMNIFICATION

SCAPING AND
S DESIGNATED

VILLAGES OF WESTPORT - PHASE 2

PLAT BOOK **66** PAGE **117**

SHEET No. 3 of 9 SHEETS

1. PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 36, TOGETHER WITH A PORTION OF FARM 45, DINSMORE FARMS, AN UNRECORDED SUBDIVISION, TOGETHER WITH A PORTION OF SECTION 38, THE BLOODWORTH DONATION, AND TOGETHER WITH A PORTION OF KEYS ROAD (A 60 FOOT ROAD RIGHT OF WAY, CLOSED BY ORDINANCE NO. 2006-92-E, AS RECORDED IN OFFICIAL RECORDS BOOK 13138, PAGE 335 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA), ALL LYING IN TOWNSHIP 1 NORTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

CLERK'S CERTIFICATE **2013239768**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, ACCEPTED AND APPROVED BY THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK **66**, PAGES **115-117**, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA THIS **11TH** DAY OF **SEPTEMBER**, 2013.

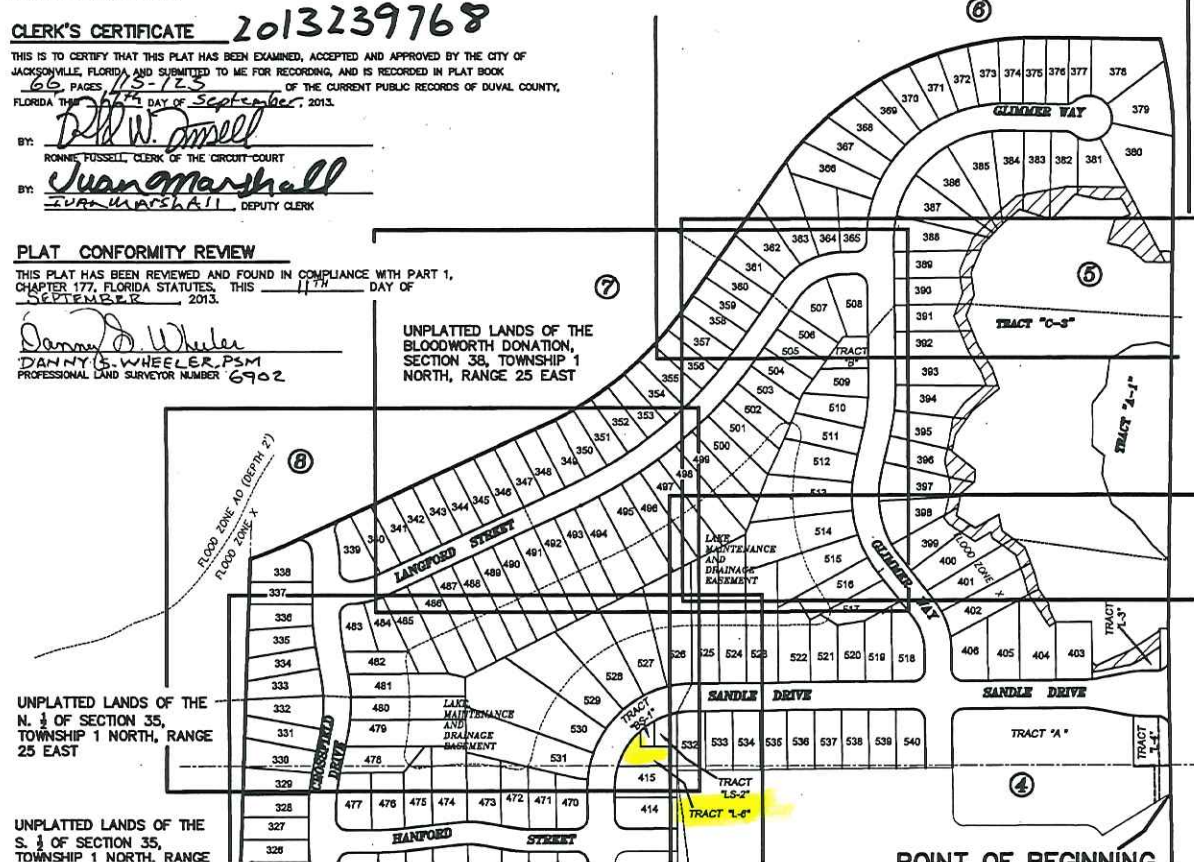
BY: **Ronnie Russell**
RONNIE RUSSELL, CLERK OF THE CIRCUIT COURT

BY: **Juan Marshall**
JUAN MARSHALL, DEPUTY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS **11TH** DAY OF **SEPTEMBER**, 2013.

BY: **Danny S. Wheeler**
DANNY S. WHEELER, PSM
PROFESSIONAL LAND SURVEYOR NUMBER **6902**



GENERAL NOTES

BASIS OF BEARINGS

1. STATE PLANE CO-ORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM (NAD) 1983 (1990), FLORIDA EAST ZONE, U.S. FEET. STATION NAMES ARE AS FOLLOWS:
STATION NAME: 110 72 A09 (NGS ID: 8C0968).
STATION NAME: 110 72 A10 (NGS ID: 8C0969).

2. THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENTS, BY THE CITY, THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.

3. THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED ACCESS EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT.

4. EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, UTILITIES AND SEWERS, UNLESS OTHERWISE NOTED.

5. ALL DRAINAGE EASEMENTS ARE UNOBSTRUCTED UNLESS OTHERWISE NOTED.

6. THE TABULATED LINE AND CURVE TABLES SHOWN ON EACH SHEET ARE APPLICABLE ONLY TO THE LINES AND CURVES THAT APPEAR ON THAT SHEET.

7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

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

9. CERTAIN EASEMENTS ARE RESERVED FOR JEA FOR USE IN CONJUNCTION WITH THE UNDERGROUND DISTRIBUTION SYSTEM.

10. "JEA-E-E" DENOTES JEA EQUIPMENT EASEMENT, THESE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT BY JEA.

11. "JEA-E" DENOTES JEA EASEMENT, JEA WILL ALLOW CERTAIN NON-PERMANENT IMPROVEMENTS WHICH DO NOT IMPEDE THE USE OF SAID EASEMENTS BY JEA, THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY JEA AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR REPLACEMENT OF SUCH ITEMS.

12. "(100.00)" DENOTES DISTANCE TO EASEMENTS OR UPLAND BUFFERS.

13. LANDS LOCATED IN A SFHA & SUBSEQUENTLY REMOVED BY LOUW/A: A LETTER OF MAP REVISION/AMENDMENT (LOUW/A) CASE NO. 12-04-6121P, WITH AN ISSUE DATE OF FEBRUARY 21, 2013 AND AN EFFECTIVE DATE OF: JULY 8, 2013 HAS BEEN ISSUED FOR THIS PROJECT. THE BUILDABLE PORTION OF THE LOTS NO LONGER FALL WITHIN THE SPECIAL FLOOD HAZARD (SFHA) AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 120777, PANEL NO. 0055, SUFFIX E, DATED AUGUST 15, 1989. THIS DETERMINATION SUPERCEDES THE MAPS, COPIES OF THIS LETTER AND DOCUMENTATION OF THE CHANGES AND ORIGINAL SUBMITTAL ARE PUBLIC RECORD. THESE FILES ARE AVAILABLE AT THE COMMUNITY'S FLOODPLAIN MANAGEMENT REPOSITORY, DEVELOPMENT SERVICES DIVISION, DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSONVILLE. THE FIRM INFORMATION AND DELINEATIONS ON THIS PLAT ARE VALID ONLY FOR DATES UP TO AND INCLUDING THE EFFECTIVE RECORDING DATE OF THIS PLAT. THERE MAY HAVE BEEN SUBSEQUENT REVISIONS AFTER THIS DATE THAT WILL SUPERSEDE SAID INFORMATION. INQUIRIES FOR THIS SHOULD BE MADE TO THE COMMUNITY'S FLOODPLAIN MANAGEMENT REPOSITORY, DEVELOPMENT SERVICES DIVISION, DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF JACKSONVILLE.

14. THE SUBJECT PROPERTY IS LOCATED WITHIN JEA AIR INSTALLATION COMPATIBLE USE ZONE ("ACUZ") NOISE ZONE 2, DESIGN AND CONSTRUCTION OF RESIDENCES LOCATED UPON THE PROPERTY MUST PROVIDE FOR A NOISE LEVEL REDUCTION OF TWENTY-FIVE DBA.

15. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

16. PER CERTIFICATE OF TITLE, THE FOLLOWING ITEMS WERE REVEALED WITH RESPECT TO THIS PLAT:

- A) MORTGAGE, FINANCING STATEMENT AND SECURITY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12723, PAGE 82, TOGETHER WITH MORTGAGE MODIFICATION AGREEMENT EVIDENCING RENEWAL NOTE RECORDED IN OFFICIAL RECORDS BOOK 15142, PAGE 1628, AND AS ASSIGNED TO CC/CLP, LLC A FLORIDA LIMITED LIABILITY COMPANY, BY ASSIGNMENT OF MORTGAGE AND SECURITY DOCUMENTS RECORDED IN OFFICIAL RECORDS BOOK 16024, PAGE 1317.
- B) CONSERVATION EASEMENT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 15540, PAGE 567.
- C) DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10335, PAGE 172.
- D) USE RESTRICTIONS AND COVENANTS AS SET FORTH IN OFFICIAL RECORDS BOOK 10802, PAGE 493.
- E) COVENANTS AS SET FORTH IN OFFICIAL RECORDS BOOK 10808, PAGE 1155.
- F) NOTICE OF ESTABLISHMENT OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 11894, PAGE 1380.
- G) NOTICE OF FAIR SHARE ASSESSMENT CONTRACT RECORDED IN OFFICIAL RECORDS BOOK 12002, PAGE 2472.
- H) VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE IMPOSITION OF SPECIAL ASSESSMENTS RECORDED IN OFFICIAL RECORDS BOOK 12261, PAGE 157.
- I) DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND THE IMPOSITION OF SPECIAL ASSESSMENTS RECORDED IN OFFICIAL RECORDS BOOK 12368, PAGE 2228.
- J) DECLARATION OF CONSENT TO JURISDICTION TO COMMUNITY DEVELOPMENT DISTRICT AND THE IMPOSITION OF SPECIAL ASSESSMENTS RECORDED IN OFFICIAL RECORDS BOOK 12368, PAGE 2227.

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to the Site Map of the
District

PREPARED BY:
BEAZER HOMES
Attn: Legal Department
1000 Abernathy Rd., Suite 260
Atlanta, GA 30328

PARCEL ID# 003784-1183

QUIT CLAIM DEED

This Quit Claim Deed is made this ____ day of August, 2019 by Beazer Homes, LLC, a Delaware Limited Liability Company, successor by conversion to Beazer Homes, Corp. a Tennessee Corporation, ("Grantor") to Villages of Westport Community Development District, a local unit of special-purpose government, ("Grantee"), whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817.

(Whenever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH: that Grantor, in and for consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of all of which are hereby acknowledged, does hereby remise, release and quit-claim unto Grantee and Grantee's heirs and assigns forever, all of Grantor's right, title and interest in and to the following described land located in Duval County, Florida, to-wit:

Lot 227, as shown on the Final Plat for Villages of Westport – Phase 1, as recorded in Plat Book 60, Pages 101-115, of the current public records of Duval County, Florida, less and except the portion deeded and recorded in Original Record Book 14395 Pages 342-344, of the current public records of Duval County, Florida.

TO HAVE AND TO HOLD the same in fee simple forever, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND Grantor represents that Grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

BEAZER HOMES, LLC, a Delaware
limited liability company, successor by conversion to
BEAZER HOMES, CORP., a Tennessee corporation

Name: _____

Print Name: _____

By: _____

Martin J. Shaffer, Area President

Name: _____

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Martin J. Shaffer as Area President of Beazer Homes, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

[NOTARY SEAL]

Notary Public, State of _____

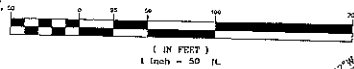
Printed Name: _____

My Commission Expires: _____

T - PHASE 1

(BLOODWORTH DONATION), ALL IN TOWNSHIP 1 NORTH,

GRAPHIC SCALE



PLAT BOOK

SHEET No.

SEASIDE

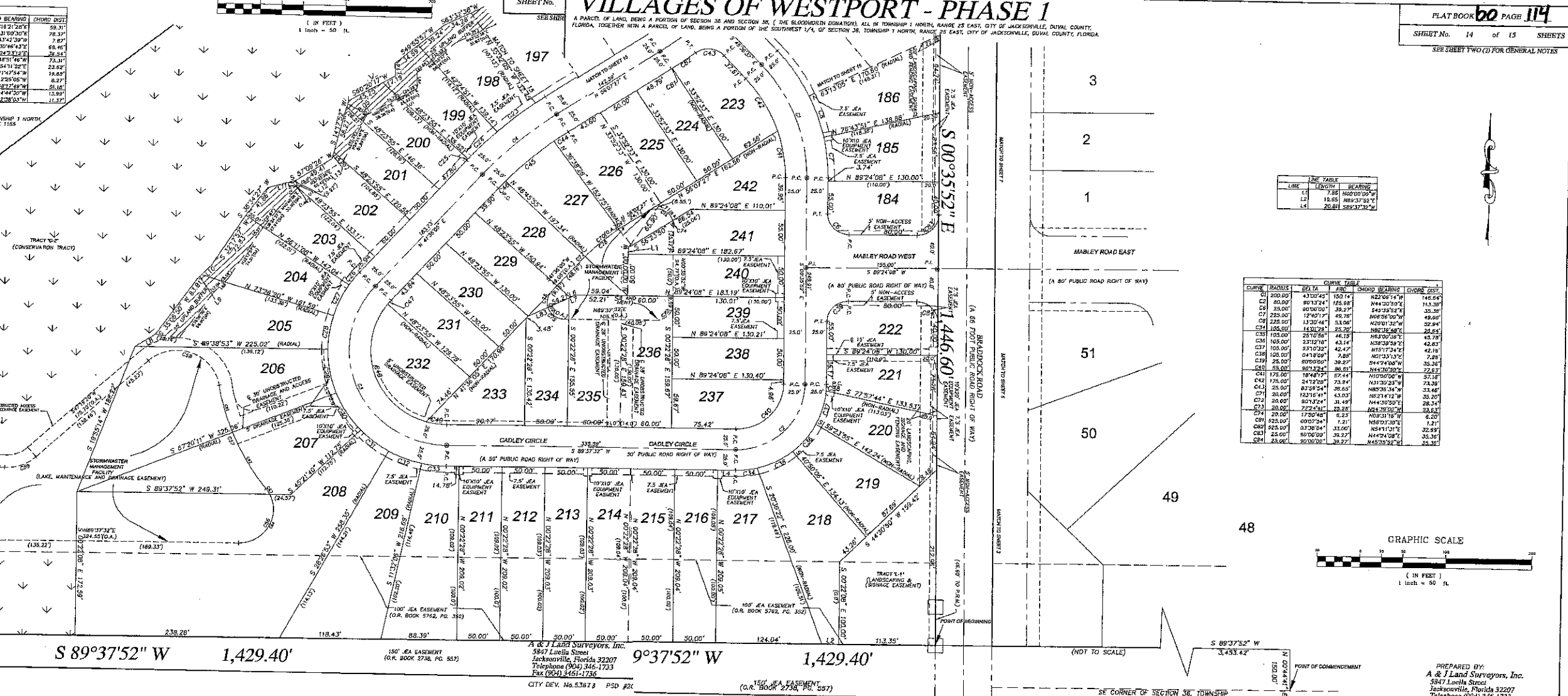
VILLAGES OF WESTPORT - PHASE 1

A PARCEL OF LAND, BEING A PORTION OF SECTION 36 AND SECTION 30, (THE BLOODWORTH DONATION), ALL IN TOWNSHIP 1 NORTH, RANGE 23 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND, BEING A PORTION OF THE SOUTHWEST 1/4, OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 23 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK **60** PAGE **114**

SHEET No. 14 of 13 SHEETS

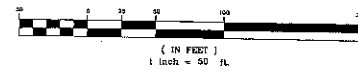
SEE SHEET TWO (3) FOR GENERAL NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.88	N00°00'00\"
L2	16.88	N89°37'52\"
L3	20.81	S89°37'52\"

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	200.00	43°00'45\"	N22°06'54\"	146.84
C2	80.00	90°13'24\"	N44°20'59\"	113.38
C3	25.00	90°00'00\"	S49°39'52\"	35.38
C4	225.00	12°40'17\"	N08°00'00\"	49.66
C5	225.00	13°30'46\"	N20°01'32\"	32.94
C6	105.00	13°00'28\"	N82°36'48\"	28.64
C7	105.00	25°10'56\"	N37°00'00\"	43.78
C8	105.00	23°12'18\"	N38°38'58\"	42.63
C9	105.00	23°10'32\"	N19°17'34\"	42.18
C10	105.00	04°19'09\"	N13°13'32\"	7.88
C11	25.00	80°00'00\"	S44°24'08\"	35.38
C12	18.00	90°13'24\"	N44°20'59\"	22.83
C13	175.00	18°44'17\"	N10°00'00\"	32.18
C14	175.00	34°12'09\"	N31°30'23\"	74.39
C15	25.00	80°19'54\"	N09°36'38\"	33.46
C16	26.00	12°16'41\"	N07°14'12\"	35.20
C17	26.00	92°13'24\"	S14°49'30\"	28.34
C18	30.00	72°54'15\"	N24°39'00\"	23.64
C19	20.00	17°30'45\"	N03°11'16\"	6.20
C20	925.00	00°07'54\"	N58°07'30\"	1.21
C21	925.00	03°38'04\"	N54°11'31\"	32.89
C22	25.00	90°00'00\"	N44°24'08\"	35.38
C23	25.00	90°00'00\"	N45°39'52\"	35.38

GRAPHIC SCALE



PREPARED BY:
A & J Land Surveyors, Inc.
3847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733
Fax (904) 346-1736

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of ADA Compliance Agreement for
Auditing Services

**AGREEMENT BETWEEN THE VILLAGES OF WESTPORT COMMUNITY
DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A
VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION,
AND MAINTENANCE SERVICES**

THIS AGREEMENT (this "**Agreement**") is entered into as of this ____ day of _____, 2019, by and between:

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

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

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, 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:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. MAINTENANCE. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii.** remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii.** provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v.** provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

B. ADDITIONAL SERVICES. In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technical and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. MAINTENANCE. For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in twelve (12) equal monthly installments of One Hundred Dollars (\$100.00).

B. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to

identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Victoria Martinez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Duval, Florida. This choice of venue is intended by the parties to be

mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Villages of Westport Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Attn: District Counsel

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

K. 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.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's

right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**VILLAGES OF WESTPORT
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A
Proposal for Service



Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

VGlobalTech.com ~ Experience Innovation
Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
Call: 321-947-7777 | Email: contact@VGlobalTech.com
Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

Page 1 of 11

Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. Any violations shall be prosecuted.

VGlobalTech.com ~ Experience Innovation

Page 2 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

Table of Contents

1.0	The Law.....	4
2.0	ADA & WCAG Compliance.....	4
3.0	Quarterly Technical & Human Audit Testing.....	5
3.1	Digital Asset Technical Compliance Seal:	6
3.2	Human Audit Seal:	6
4.0	Compliance Process Flow:	7
5.0	Pricing Options.....	8
6.0	Proposal Acceptance:.....	10
7.0	References:	11

1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide **not one but two** compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



VGlobalTech.com ~ Experience Innovation

Page 7 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

5.0 Pricing Options

Option 1 (recommended):

Quarterly Technical & Human Audits:
\$1200 / Four Audits

- ✓ Covers all technical AND human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

VILLAGES of WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Review of Homeowners List with Questions and
Concerns

From: alice sanford [<mailto:academyofdreams@yahoo.com>]

Sent: Monday, November 4, 2019 8:35 PM

To: Vivian Carvalho <carvalhov@pfm.com>; Vivian Carvalho <vivianc@fishkind.com>; Venessa Ripoll <ripollv@pfm.com>

Subject: Revised List: Villages of Westport CDD Meeting Agenda

EXTERNAL EMAIL: Use care with links and attachments.

Good Evening,

Disregard the list that was sent earlier today. The list has been revised - residents would like the items listed below added onto the next CDD meeting agenda. Reply to confirm receipt.

- When will the originally planned amenity center be constructed? There are more than 400 plus occupied homes in the community and the current pool max capacity is 81 or something.
- Replacement of CDD Management company – Prefer a company that's neighboring JAX
- Replacement of HOA Management Company – Prefer a management company that's reputable
- Install Speed limit signs throughout Keniston
- Install Pet waste stations with bags throughout the community
- Install a bulletin board at the Amenity center
- Send out a professional-looking community newsletter on a monthly basis
- Establish Community-wide events
- Something needs to be done to address the ongoing Amenity Center vandalism issue
- Replace Amenity Center shorter fence with a taller fence with prongs
- Install Beware of Alligator signs by all the ponds within V.O.W
- Contract with a tow company to address unauthorized parking.
- Install additional entrance ways cameras – the cameras should be visible and on tall posts. The one hidden camera isn't serving any purpose.
- Replace the amenity center table and chairs that weren't replaced a few years back.

- Replace the current cleaning company with a reputable cleaning company
 - Replace the current landscaping company with a reputable landscaping company
 - Residents would like for household members to get their own Amenity Center card which displays the user's name and photo. This is how it's mostly done in other communities.
 - Close opening in Keniston and Devinston stucco entrance wall - located by woods (along Braddock road)
-
- Ensure that all community rules are brought current – some policies have outdated information. For example, rules state only St. Augustine grass can be installed. Dr. Horton installed a different type of grass. Mike Veazey stated that the community can't enforce that rule due to the law (2017). Two years later – the policy still states something else - The rule needs to be updated. There are other rules that are outdated like this example. The rules should be made current.
-
- Address why community maintenance isn't conducted within reason to ensure the upkeep of the community. For example, weeds located throughout community grass, annuals were removed months ago and haven't been replaced – the items that were left behind are dead and need to be removed (atrocious). Pond bank mowing that the CDD is responsible for maintaining isn't being done without homeowner notification. The grass in front of the cement wall near Devinston - located northbound on Braddock Road isn't being cut – this issue was reported on numerous occasions two years ago. The entranceway mulch is faded and needs to be replaced. A schedule needs to be implemented and utilized to stop neglect. Residents would like a copy of the schedule as well for tracking purposes.

From: alice sanford [mailto:academyofdreams@yahoo.com]

Sent: Wednesday, November 6, 2019 11:31 AM

To: Vivian Carvalho <carvalhov@pfm.com>; Vivian Carvalho <vivianc@fishkind.com>; Venessa Ripoll <ripollv@pfm.com>

Subject: Villages of Westport CDD Meeting Agenda !

EXTERNAL EMAIL: Use care with links and attachments.

Good Morning,

The residents of Villages of Westport would like the item listed below added to the list of items that need to be addressed at the next CDD meeting. I attached the document in case clarity is needed. Please reply to confirm receipt.

Per the documentation issued for **Villages of Westport CDD Project (2005) - The lands within Villages of Westport are to developed in six phases, spanning approximately 10 years.** – The lands in villages of Westport have been developed in three phases only in almost 15 years. The developer didn't surpass the ten-year mark for the six phases (2015). **Also, the document states the community supposed to include 1456 SF Units and 400 MF Units (1856).** There are less than 500 SF units in the community almost 15 years later. **In addition, the document states the plans included an elementary school, middle school, church, championship Golf course and small village (commercial sites).** There is not an elementary school, middle school, church, championship course nor small village (commercial sites) within the community almost 15 years later. The document outlines the dollar amount loaned to construct the community pool – Residents have obtained documentation that shows how much the current amenity center cost. The amount specified in the attached document for amenities doesn't equate to the amount that was used to construct the current onsite Villages of Westport Amenities. **Based on Interpretation, Residents are perceiving that the developer was issued bonds in the amount of \$ 24,345,000 to develop Village of Westport.** Residents would like to know the location & utilization of the money that was loaned & intended for the development of Villages of Westport that hasn't been utilized on the community for the past 15 years. The market crash wouldn't play a major role in developing the community since the developer was loaned designated money for specific line items. Residents have a right to know what's going on since their paying back the borrowed money back. Residents would like to know what's hold up since the developer received adequate funds for the project. Residents would like to know what

steps the developer is taken now to follow through with the original plans in an efficient manner almost 15 years later. Residents want to receive everything their paying for that's outlined in **Villages of Westport CDD Project (2005)**.

Thank You,

Alice L. Sanford

From: SA Stewart [mailto:sastewart4@yahoo.com]

Sent: Monday, December 30, 2019 9:00 AM

To: Venessa Ripoll <ripollv@pfm.com>

Subject: Additions for the 1-10-20 Agenda

EXTERNAL EMAIL: Use care with links and attachments.

Happy Monday Venessa,

Please make these additions to the agenda for the next CDD board meeting.

1) Allocation funds for Family Fun day in June, and a neighborhood Fall Harvest Celebration.

October. Actual figures to be determined. Loop

2) Further discussion of the stop sign and no entry signs in Deviston near the school bus pickup and drop area.

3) Bulletin boards for entrances need price approval.

4) Management company: no consistency on release of amenity keys, still. Also no consistency in follow up on inspections and letters. Can we have the manager to come to this meeting? There are too many inconsistencies with a few issues.

5) Is ARB approval needed for COJ free trees throughout on the sidewalk areas? Please clarify.

Thank you

Syrón Keeley-Stewart

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Review of Bond Amortization Schedule

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorization 2019-42 &
2019-44-2019-46

VILLAGES OF WESTPORT CDD

Payment Authorization 2019-42

10/1/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Almsgiving Electric, LLC Electrical repairs	19219	\$ 426.17	
2	PFM Group Consulting, LLC September 2019 District Management Fee	DM-09-2019-0071	\$ 1,250.00	
	September 2019 Website Fee	DM-09-2019-0072	\$ 75.00	
	FY 20 Tax Roll Preparation and Submission	OE-TR-00026		5,000.00
	August 2019 Fedex and Postage	OE-EXP-00389	\$ 10.93	
			\$ 1,762.10	\$ 5,000.00
TOTAL			\$6,762.10	

Secretary/Assistant Secretary


Chairperson

Almsgiving Electric, LLC

9414 Alma st.
Jacksonville
FL 32220

Invoice

Date	Invoice #
9/18/2019	19219

Bill To
Village of Westport 6702 Sandle Dr. Jacksonville, USA 32219 USA

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due Upon Receipt of ...	TJ	9/18/2019			
Quantity	Item Code	Description			Price Each	Amount
1	PanelSqD100A	100 Amp Square D 20/40 Panel			99.98	99.98
1	BreakerSie2P60A	2 Pole 60 Amp Sieman Breaker			29.00	29.00
1	Splice#2	#2 Splice			8.50	8.50
1	TapeSplicing	Splicing Tape			9.00	9.00
1	Tape3MSuper33	3M Super 33 Tape			8.89	8.89
2	Wire#2THHN	#2 THHN Stranded Wire			0.40	0.80
0.5	LaborCommercial	08/30/2019 Todd arrived for electrical services at The Villages of Westport. Troubleshoot Pool Panel and found Burnt Wire feeding the Panel and Damaged it. Ordered Panel.			100.00	50.00
2	LaborCommercial	09/19/2019 Todd arrived for electrical services at The Villages of Westport. Replaced Panel for Pool Pump. Tested for proper voltages.			100.00	200.00
1	TruckExpense	Trip Charge			20.00	20.00



Date	Invoice Number
September 24, 2019	DM-09-2019-0071
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:

Villages of Westport CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:

1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

RE: District Management - September, 2019

Total Amount Due

\$1,250.00



Date	Invoice Number
September 24, 2019	DM-09-2019-0072
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:

Villages of Westport CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:

1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

RE: Website Fee - September, 2019

Total Amount Due

\$75.00



Date	Invoice Number
September 24, 2019	OE-TR-00026
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To: Villages of Westport CDD c/o PFM Group Consulting District Accounting Department 12051 Corporate Blvd Orlando, FL 32817 United States of America
--

Company Address: 1735 Market Street 43rd Floor Philadelphia, PA 19103 +1 (215) 567-6100 Federal Tax ID: 81-1642478
--

Remittance Options:

Via ACH (preferred):

RE: Preparation and Submission for FY2020 Tax Roll

Total Amount Due

\$5,000.00



Date	Invoice Number
September 19, 2019	OE-EXP-00389
Payment Terms	Due Date
Upon Receipt	September 19, 2019

Bill To:
Villages of Westport CDD c/o PFM Group Consulting District Accounting Department 12051 Corporate Blvd Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 43rd Floor Philadelphia, PA 19103 +1 (215) 567-6100 Federal Tax ID: 81-1642478

RE: August 2019 Fedex - \$3.93
August 2019 Postage - \$7.00

Total Amount Due

\$10.93



Villages of Westport #

Invoice Number

6-700-22853

Invoice Date

Aug 08, 2019

Account Number

0191-4396-1

Page

3 of 4

Ship Date: Jul 26, 2019

Cust. Ref.: Celebration Pointe No.

P.O.#:

Payer: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,144.98. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

Tracking ID	775835816623	Sender	Recipient	Transportation Charge	8.23
Service Type	Ppd, Domestic	Amy Champagne	Local Government Audits/342	Performance Pricing	-0.38
Zone	03	PFM Group Consulting	Auditor General	Fuel Surcharge	0.76
Packages	1	12051 Corporate Blvd	1111 West Madison Street	NDOC P/U- Auto Comm	3.00
Rated Weight	1 lbs	ORLANDO FL 32817	Claude Pepper Building, Room 401	Total Charge	USD \$11.61
Delivered	Jul 29, 2019		TALLAHASSEE FL 32399		

Ship Date: Jul 26, 2019

Cust. Ref.: Grove Resort

P.O.#:

Payer: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,144.98. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

Tracking ID	775835340841	Sender	Recipient	Transportation Charge	8.23
Service Type	Ppd, Domestic	Amanda Lane	Local Government Audits/342	Performance Pricing	-0.38
Zone	03	PFM	Auditor General	Fuel Surcharge	0.76
Packages	1	12051 Corporate Blvd.	111 West Madison Street	NDOC P/U- Auto Comm	3.00
Rated Weight	1 lbs	ORLANDO FL 32817	Claude Pepper Building, Room 401	Total Charge	USD \$11.61
Delivered	Jul 29, 2019		TALLAHASSEE FL 32399		

Ship Date: Jul 26, 2019

Cust. Ref.: Wynmore West CDD

P.O.#:

Payer: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,144.98. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

Tracking ID	775836724095	Sender	Recipient	Transportation Charge	7.85
Service Type	Ppd, Domestic	Victoria Martinez	KIMBERLY FERRELL	Fuel Surcharge	1.07
Zone	02	PFM	LGI HOLDINGS	Residential	4.40
Packages	1	12051 Corporate Blvd.	805 CHATHAM WALK DR	NDOC P/U- Auto Comm	3.00
Rated Weight	1 lbs	ORLANDO FL 32817	RUSKIN FL 33570-206105	Total Charge	USD \$16.32
Delivered	Jul 29, 2019				

Ship Date: Jul 26, 2019

Cust. Ref.: UnivParkRecDistrict

P.O.#: D&M Assessments

Payer: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 237,144.98. Net Charge represents minimum package charge for this parcel. As a result, full discounts may not apply.

Net charge represents minimum package charge for this parcel.

Tracking ID	775844854239	Sender	Recipient	Transportation Charge	7.85
Service Type	Ppd, Domestic	Alan Mishlove	CARLENE DESPARD	Fuel Surcharge	0.76
Zone	02	Public Financial Management	AMERIS BANK	NDOC P/U- Auto Comm	3.00
Packages	1	12051 Corporate Blvd	1259 W GRANADA BLVD	Total Charge	USD \$11.61
Rated Weight	1 lbs	ORLANDO FL 32817	ORMOND BEACH FL 32174-594299		
Delivered	Jul 29, 2019				

Ship Date: Jul 29, 2019

Cust. Ref.: LRSD, Silverleaf, Westpo

P.O.#:

Payer: Shipper

Dept.#:

The Earned Discount for this ship date has been calculated based on a revenue threshold of USD 238,110.45

Tracking ID	775846278780	Sender	Recipient	Transportation Charge	9.68
Service Type	Ppd, Domestic	Amanda Lane	LOCKBOX SERVICES- 12-2657	Earned Discount	-1.06
Zone	06	PFM	U.S. BANK, N.A.- CDD	Performance Pricing	-0.59
Packages	1	12051 Corporate Blvd.	1200 ENERGY PARK DR	Fuel Surcharge	0.77
Rated Weight	1 lbs	ORLANDO FL 34987	SAINT PAUL MN 55108-5101	NDOC P/U- Auto Comm	3.00
Delivered	Aug 01, 2019			Total Charge	USD \$11.80

\$3.93

2

Account Summary Report

Date Range: August 1, 2019 to August 31, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PHP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
Villages of Westport CDD		14	\$7.000
Grand Total			\$7.000

VILLAGES OF WESTPORT CDD

Payment Authorization 44

10/15/2019

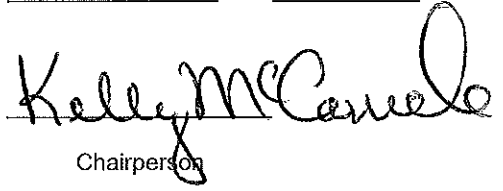
Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Almsgiving Electric, LLC Electrical Repairs on 10/1/19	19242		462.56
2	Bel Air Cleaning, Inc. October 2019 Janitorial Services	701295		925.00
3	Comcast Internet Service 10/11-11/10/19	-		118.09
4	Grau and Associates FY19 Audit work	18741		500.00

\$ - \$ 2,005.65

TOTAL

\$2,005.65

Secretary/Assistant Secretary


Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 44

10/15/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Almsgiving Electric, LLC Electrical Repairs on 10/1/19	19242		462.56
2	Bel Air Cleaning, Inc. October 2019 Janitorial Services	701295		925.00
3	Comcast Internet Service 10/11-11/10/19	-		118.09
4	Grau and Associates FY19 Audit work	18741		500.00

\$ - \$ 2,005.65

TOTAL

\$2,005.65

Secretary/Assistant Secretary

Chairperson

Almsgiving Electric, LLC

9414 Alma st.
Jacksonville
FL 32220

Invoice

Date	Invoice #
10/11/2019	19242

Bill To
Village of Westport 6702 Sandle Dr. Jacksonville, USA 32219 USA

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due Upon Receipt of ...	TJ	10/11/2019			
Quantity	Item Code	Description			Price Each	Amount
1	Photo-CellStem	Photo-Cell W/1/2 Stem			18.60	18.60
1	Coil2P40A	2 Pole 40 Amp 120 VAC Coil			23.96	23.96
4	LaborCommercial	10/01/2019 Carlton and Tom arrived at Villages of Westport for electrical services. Changed out Bad Contactor for Landscape Lighting. Also Changed out Faulty Photocell that switched Contactors for Landscape Lighting down Braddock Road. Used Bulbs in Storage Closet of Gym to get some lights working. Lights and Permaposts are ordered so Carlton can return to complete Lighting Repairs.			100.00	400.00
1	TruckExpense	Trip Charge			20.00	20.00

BEL AIR CLEANING, INC.

**12915 Silver Oak Drive
Jacksonville, Fl 32223
Conrad(904) 472-8193**

Invoice

Date	Invoice #
10/3/2019	701295

Bill To
ICI Homes 14785 Old Saint Augustine Rd. Suite #3 Jacksonville, Fl 32258

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	VILLAGES OF WESTPORT		
	Janitorial Services-Month of October, 2019	625.00	625.00
	Extra cleans for October-2, 9, 16, 23 & 30 5 cleans @ \$60.00 per clean-	300.00	300.00

Thank you for your business.

E-mail

llawrence3737@aol.com

Total**\$925.00**

Hello,

Thanks for choosing Comcast Business.

Your bill at a glance

For 6713 SANDLE DR, JACKSONVILLE, FL, 32219-0000

Previous balance		\$118.09
Payment - thank you	Sep 23	-\$118.09
Balance forward		\$0.00
Regular monthly charges	Page 3	\$116.90
Taxes, fees and other charges	Page 3	\$1.19
New charges		\$118.09

Amount due Oct 28, 2019 \$118.09

Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.
- Any payments received or account activity after Oct 07, 2019 will show up on your next bill. View your most up-to-date account balance at business.comcast.com/myaccount.

Need help?

- Visit business.comcast.com/myaccount or see page 2 for other ways to contact us.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

**COMCAST
BUSINESS**

141 NW 16TH ST
POMPANO BEACH FL 33060-5250
96330310 NO RP 07 20191007 NNNNNNNY 0000821 0005

VILLAGES WEST PORT
ATTN BEVERLY RANCHUREJEE
12051 CORPORATE BLVD
ORLANDO, FL 32817-1450

Account number

8495 74 120 2518167

Payment due

Oct 28, 2019

Please pay

\$118.09

Amount enclosed

\$

Make checks payable to Comcast
Do not send cash



Send payment to

COMCAST
PO BOX 71211
CHARLOTTE NC 28272-1211



849574120251816700118091

Regular monthly charges		\$116.90
Comcast Business services		\$99.95
Deluxe 25 Business Internet	\$99.95	
Equipment & services		\$16.95
Equipment Fee Internet	\$16.95	
Taxes, fees and other charges		\$1.19
Taxes & government fees		\$1.19
Sales Tax	\$1.19	

What's included?



Internet: Fast, reliable internet on our Gig-speed network

Visit business.comcast.com/myaccount for more details

You may notice some taxes & fees look different. We changed this section so it's easier to understand. See business.comcast.com/billinginfo for more information.

Additional information

Beginning October 14, 2019, Comcast Business will apply a monthly equipment rental fee for unreturned equipment. The charge is based on the rental cost of the equipment and will remain on the account until the equipment is returned. Monthly Rental Charges: Unreturned TV Adapter \$0.50, Unreturned TV Box \$2.70, Unreturned advanced TV equipment \$200.00-\$450.00 depending on model, Unreturned Equipment Fee Internet \$16.95, Unreturned Equipment Security Equipment \$10 (1080p) and Unreturned Equipment Security Equipment \$14.95 (720p).



Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Villages of Westport Community Development Center
12051 Corporate Blvd
Orlando, FL 32817

Invoice No. 18741
Date 09/30/2019

SERVICE	AMOUNT
Audit FYE 09/30/2019	\$ <u>500.00</u>
Current Amount Due	\$ <u>500.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

Reprint

VILLAGES OF WESTPORT CDD

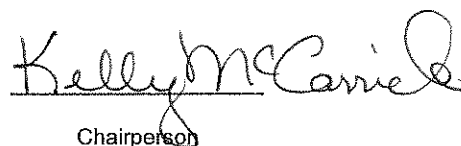
Payment Authorization 45

11/5/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Advanced Security Specialists & Consulting, LLC			
	October 2019 Security Guard Service	102019		4,116.00
	Top Cut and Lay down hazardous trees on Glimmer Way	102019-1		600.00
2	Aquatic Systems, Inc.			
	November 2019 Lake Maintenance	461338		975.00
3	Duval Landscape Maintenance			
	November 2019 Landscape Maintenance	3571		3,345.66
4	Florida Department of Economic Opportunity			
	FY20 Annual Fee	74146		175.00
5	JEA			
	Utilities 9/26-10/25 account 8245040569	-		1,256.88
	Utilities 9/26-10/25 account 0230853498	-		206.19
6	PFM Group Consulting, LLC			
	October 2019 District Management Fee	DM-10-2019-0087		1,250.00
	October 2019 Website Fee	DM-10-2019-0088		100.00
7	Rick Arsenault			
	November 2019 Pool Maintenance	VOW1019		1,047.26

\$ - \$13,071.99

TOTAL \$13,071.99


Chairperson

Secretary/Assistant Secretary

VILLAGES OF WESTPORT CDD

Payment Authorization 45

11/5/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Advanced Security Specialists & Consulting, LLC			
	October 2019 Security Guard Service	102019		4,116.00
	Top Cut and Lay down hazardous trees on Glimmer Way	102019-1		600.00
2	Aquatic Systems, Inc.			
	November 2019 Lake Maintenance	461338		975.00
3	Duval Landscape Maintenance			
	November 2019 Landscape Maintenance	3571		3,345.66
4	Florida Department of Economic Opportunity			
	FY20 Annual Fee	74146		175.00
5	JEA			
	Utilites 9/26-10/25 account 8245040569	-		1,256.88
	Utilites 9/26-10/25 account 0230853498	-		206.19
6	PFM Group Consulting, LLC			
	October 2019 District Management Fee	DM-10-2019-0087		1,250.00
	October 2019 Website Fee	DM-10-2019-0088		100.00
7	Rick Arsenault			
	November 2019 Pool Maintenance	VOW1019		1,047.26
			\$ -	\$ 13,071.99
TOTAL			\$13,071.99	

Secretary/Assistant Secretary

Chairperson

INVOICE

Advanced Security Specialist & Consulting LLC
License# B1900191

INVOICE # 0102019
Date: November 01, 2019

1106 Copper Creek Drive, Macclenny Florida 32063
Phone 904-483-1227
advancedsecurityspecialist@comcast.net

To	Villages of Westport 12051 Corporate Boulevard Orlando Fl, 32817
-----------	--

Consultant	Job	Shipping Method	Shipping Terms	Delivery Date	Terms	Due Date
Advanced Security	Security-1/ VOWP	N/A	N/A	October 2019	Payable Upon Receipt	11/01/19

Qty	Item #	Description	Unit Price	Discount	Line Total
1	Opt-1	Security/Monitoring/MMSFiles	\$ 2166.00		\$ 2166.00
6	On site	October 4, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 5, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 6, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 11, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 12, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 13, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
4	On site	October 14, 2019 On site security 4 hours	\$ 25.00		\$ 100.00
8	On site	October 18, 2019 On site security 8 hours	\$ 25.00		\$ 200.00
8	On site	October 19, 2019 On site security 8 hours	\$ 25.00		\$ 200.00
6	On site	October 20, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 25, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 26, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	October 27, 2019 On site security 6 hours	\$ 25.00		\$ 150.00
6	On site	Interior, exterior facility and property check	\$ 150.00	\$ 150.00	N/C

Subtotal	\$4,116.00
Total	\$4,116.00
Balance Due	\$4,116.00

INVOICE

Advanced Security Specialist & Consulting LLC
License# B1900191

INVOICE # 0102019-1
Date: October 21, 2019

1106 Copper Creek Drive, Macclenny Florida 32063
Phone 904-483-1227
advancedsecurityspecialist@comcast.net

To	Villages of Westport 12051 Corporate Boulevard Orlando Fl, 32817
-----------	--

Consultant	Job	Shipping Method	Shipping Terms	Delivery Date	Terms	Due Date
Advanced Security	Property survey and removal	N/A	N/A	October 11, 2019	Payable Upon Receipt	11/01/19

Qty	Item #	Description	Unit Price	Discount	Line Total
		Top cut and lay down hazardous trees on Glimmer Way.	\$ 600.00		\$ 600.00

Subtotal	\$ 600.00
Sales Tax (7.0%)	
Total	\$ 600.00
Balance Due	\$ 600.00

Aquatic Systems, Inc.,
a SOLitude Lake Management Company
Lake & Wetland Management Services
2100 NW 33rd Street Pompano Beach, FL 33069
800-432-4302

Invoice

INVOICE DATE: 11/1/2019
INVOICE NUMBER: 0000461338
CUSTOMER NUMBER: 0054960
PO NUMBER:
PAYMENT TERMS: Net 30

Villages/Westport CDD
c/o Fishkind & Assoc
12051 Corporate Blvd.
Orlando, FL 32817

QTY ORD	ITEM DESCRIPTION	U/M	UNIT PRICE	EXT PRICE
1	Monthly Lake and Wetland Services - November		975.00	975.00

SALES TAX: (0.0%) \$0.00
LESS PAYMENT: \$0.00
TOTAL DUE: \$975.00

A 1.5% FINANCE CHARGE IS ADDED TO BALANCES 31 OR MORE DAYS PAST DUE

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE CHECKS PAYABLE TO: **Aquatic Systems, Inc.**

- ☐ Address Changes (Note on Back of this Slip)
Please include contact name and phone number

DATE: 11/1/2019
INVOICE NUMBER: 0000461338
CUSTOMER NUMBER: 0054960
TOTAL AMOUNT DUE: \$975.00

Aquatic Systems, Inc., a Solitude Lake
Management Company
2100 NW 33rd Street
Pompano Beach, FL 33069

AMOUNT PAID:

THANK YOU FOR YOUR BUSINESS!



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

INVOICE

Date	Invoice No.
11/01/19	3571
Terms	Due Date
Net 40	12/11/19

BILL TO

Mike Veazey
ICI Homes
14785 Old St Augustine Rd #3
Jacksonville, FL 32258

PROPERTY

Villages of Westport
12282 Dewhurst Circle
Jacksonville, FL 32218

Amount Due	PO Number
\$3,345.66	

Please detach top portion and return with your payment.

DESCRIPTION	TOTAL
#939 - Villages of Westport POA and CDD November 2019	\$3,345.66
General Services	\$0.00
General Services	\$0.00
General Services	\$0.00
Turf Care	\$0.00
Tree & Shrub Care	\$0.00
Irrigation Maintenance Service	\$0.00

Total	\$3,345.66
Payments/Credits	(\$0.00)
Balance Due	\$3,345.66

Phone: (904) 885-3616 | Email: accounting@duvallandscape.com

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74146			Date Invoiced: 10/01/20
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

Villages of Westport Community Development District
Mr. Wesley Haber
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301



2. Telephone: (850) 222-7500
3. Fax: (850) 224-8551
4. Email: wesh@hgslaw.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: villagesofwestportcdd.com
8. County(ies): Duval
9. Function(s): Community Development
10. Boundary Map on File: 09/11/2009
11. Creation Document on File: 07/13/2004
12. Date Established: 06/14/2004
13. Creation Method: Rule of the Governor and Cabinet
14. Local Governing Authority: City of Jacksonville
15. Creation Document(s): Rule Chapter 42QQ-1.001 - 1.003, Florida Administrative Code (boundary amendment 4/16/07)
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 11/02/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: Wesley Haber Date 10/24/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.FloridaJobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

To: All Special District Registered Agents
From: Jack Gaskins Jr., Special District Accountability Program
Date: October 1, 2019
Subject: Fiscal Year 2019/2020 Annual State Fee and Update Requirements
Postmarked Due Date is December 2, 2019

This memo contains the instructions for complying with the annual state fee and update requirement using the enclosed *Fiscal Year 2019/2020 Annual Special District Fee Invoice and Update Form* (form). The state fee remains \$175 per special district, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the payment must be postmarked or paid online by **December 2, 2019**.

The Purpose of the Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program within the Florida Department of Economic Opportunity (DEO) and requires DEO to annually collect a state fee from each special district to cover the costs of administering the Act. For more information, see www.FloridaJobs.org/SDAP.

The Purpose of Reviewing the Special District's Profile

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with DEO and requires DEO to make that information available through the *Official List of Special Districts* (www.FloridaJobs.org/OfficialList). The Florida Legislature, state agencies and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information and make informed policy decisions. Therefore, it is important for each special district's registered agent to annually review the information on the form, make any needed corrections or updates directly on the form and return it to DEO along with the state fee.

Reminders

Each newly created special district must have an official website by the end of the first full fiscal year after its creation. All other special districts should already have an official website that contains specific information (see www.FloridaJobs.org/SDWebsites#offwebsite). If the special district's official website address is not listed on the form, the special district must provide it.

The *Florida Special District Handbook* (www.FloridaJobs.org/SpecialDistrictHandbook) covers general operating procedures for special districts. DEO encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

(TURN OVER FOR INSTRUCTIONS)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Page 1 of 4

Customer Name: VILLAGES OF WESTPORT CDD

Account #: 8245040569

Cycle: 04

Bill Date: 10/28/19

TOTAL SUMMARY OF CHARGES

Electric	\$	574.00
Irrigation		493.26
Sewer		80.79
Water		108.83

(A complete breakdown of charges can be found on the following pages.)

Total New Charges: \$ 1,256.88



Please pay \$1,256.88 by 11/19/19 to avoid 1.5% late payment fee and service disconnections.



Establish a preventive maintenance program for your HVAC system that includes regular filter changes and coil cleanings.



Energy Star commercial dishwashers are 10 percent more water-efficient than standard models.

A late payment fee will be assessed for unpaid balance.

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay
\$1,012.49	-\$1,012.49	\$0.00	\$1,256.88	\$1,256.88

**WE APPRECIATE
YOUR BUSINESS**

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side.


☐

Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

☐

Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 8245040569		Bill Date: 10/28/19		Please pay by 11/19/19 to avoid 1.5% Late Payment Fee.	
Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	TOTAL AMOUNT PAID
\$1,012.49	-\$1,012.49	\$0.00	\$1,256.88	\$1,256.88	

0000128

I=10010000



128 1 MB 0.425
VILLAGES OF WESTPORT CDD
ATTN: BEVERLY RANCHUREJEE
12051 CORPORATE BLVD
ORLANDO FL 32817-1450



** JEA **

PO BOX 45047
JACKSONVILLE FL 32232-5047

92708245040569000000000004000125688010100000000400010



Customer Name: VILLAGES OF WESTPORT CDD

Account #: 8245040569

Cycle: 04

Bill Date: 10/28/19

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6714 SANDLE DR

Service Period: 09/26/19 - 10/25/19 Reading Date: 10/25/2019

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
22960690	29	22932	Regular	1	4240 KWH
Basic Monthly Charge					\$ 9.25
Energy Charge (\$0.06447 per kWh)					273.35
Fuel Cost					137.80
Environmental Charge					2.63
City of Jacksonville Franchise Fee					12.69
Gross Receipts Tax					11.17
TOTAL CURRENT ELECTRIC CHARGES					\$ 446.89

\$116.13 of Fuel Cost is Tax Exempt

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 6714 SANDLE DR

Service Period: 09/25/19 - 10/28/19 Reading Date: 10/28/2019

Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
76679032	33	8840	Regular	2	89000 GAL
Basic Monthly Charge					\$ 100.80
Tier 1 Consumption (1-14 kgal @ \$3.44)					48.17
Tier 2 Consumption (> 14 kgal @ \$3.96)					296.99
Environmental Charge					32.93
City of Jacksonville Franchise Fee					14.37
TOTAL CURRENT IRRIGATION CHARGES					\$ 493.26

SEWER SERVICE

Billing Rate: Commercial Sewer Service

Service Address: 6714 SANDLE DR

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
77680745	29	1540	Regular	1	4000 GAL
Basic Monthly Charge					\$ 52.88
Sewer Usage Charge					24.08
Environmental Charge					1.48
City of Jacksonville Franchise Fee					2.35
TOTAL CURRENT SEWER CHARGES					\$ 80.79

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 6714 SANDLE DR

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
77680745	29	1540	Regular	1	4000 GAL
Basic Monthly Charge					\$ 31.50
Water Consumption Charge					5.96
Environmental Charge					1.48
City of Jacksonville Franchise Fee					1.17
TOTAL CURRENT WATER CHARGES					\$ 40.11

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6794 SANDLE DR APT LS01

Service Period: 09/26/19 - 10/25/19 Reading Date: 10/25/2019

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
20337172	29	17692	Regular	1	1138 KWH
20337172	29	5.77	Regular	1	5.77 KW
Basic Monthly Charge					\$ 9.25
Energy Charge (\$0.06447 per kWh)					73.37
Fuel Cost					36.99
Environmental Charge					0.71
City of Jacksonville Franchise Fee					3.61
Gross Receipts Tax					3.18
TOTAL CURRENT ELECTRIC CHARGES					\$ 127.11

\$31.17 of Fuel Cost is Tax Exempt

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 6794 SANDLE DR APT LS01

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Commercial - Water

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
70588991	29	1818	Regular	1 1/2	2000 GAL
Basic Monthly Charge					\$ 63.00
Water Consumption Charge					2.98
Environmental Charge					0.74
City of Jacksonville Franchise Fee					2.00
TOTAL CURRENT WATER CHARGES					\$ 68.72



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Page 1 of 3

Customer Name: VILLAGES OF WESTPORT COMMUNITY

Account #: 0230853498

Cycle: 04

Bill Date: 10/28/19

TOTAL SUMMARY OF CHARGES

Electric \$ 141.30
Irrigation 64.89

(A complete breakdown of charges can be found on the following pages.)

Total New Charges: \$ 206.19



Please pay \$206.19 by 11/19/19 to avoid 1.5% late payment fee and service disconnections.



Establish a preventive maintenance program for your HVAC system that includes regular filter changes and coil cleanings.



Energy Star commercial dishwashers are 10 percent more water-efficient than standard models.

A late payment fee will be assessed for unpaid balance.

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay
\$170.73	-\$170.73	\$0.00	\$206.19	\$206.19

**WE APPRECIATE
YOUR BUSINESS**

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side.



Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.



Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 0230853498	Bill Date: 10/28/19	Please pay by 11/19/19 to avoid 1.5% Late Payment Fee.			
Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	TOTAL AMOUNT PAID
\$170.73	-\$170.73	\$0.00	\$206.19	\$206.19	

0000129

I=10010000



129 1 MB 0.425
VILLAGES OF WESTPORT COMMUNITY
12051 CORPORATE BLVD
ORLANDO FL 32817-1450



** JEA **

PO BOX 45047
JACKSONVILLE FL 32232-5047

726002308534980000000000004000020619010100000000400013



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

Customer Name: VILLAGES OF WESTPORT COMMUNITY

Account #: 0230853498

Cycle: 04

Bill Date: 10/28/19

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 12060 BRADDOCK RD

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
89320092	29	8708	Regular	1	487 KWH

Basic Monthly Charge	\$	9.25
Energy Charge (\$0.06447 per kWh)		31.40
Fuel Cost		15.83
Environmental Charge		0.30
City of Jacksonville Franchise Fee		1.70
Gross Receipts Tax		1.50

TOTAL CURRENT ELECTRIC CHARGES \$ 59.98

\$13.34 of Fuel Cost is Tax Exempt

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 12060 BRADDOCK RD

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
66481279	29	32008	Regular	1 1/2	0 GAL

Basic Monthly Charge	\$	63.00
City of Jacksonville Franchise Fee		1.89

TOTAL CURRENT IRRIGATION CHARGES \$ 64.89

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 12424 CADLEY CIR

Service Period: 09/25/19 - 10/24/19 Reading Date: 10/24/2019

Service Point: Irrigation 1 - Electric

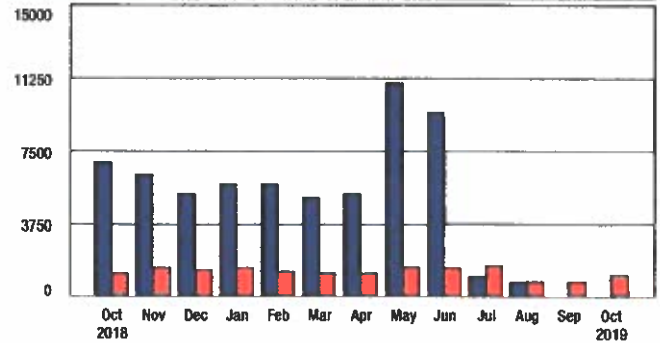
Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
89007861	29	49381	Regular	1	694 KWH

Basic Monthly Charge	\$	9.25
Energy Charge (\$0.06447 per kWh)		44.74
Fuel Cost		22.56
Environmental Charge		0.43
City of Jacksonville Franchise Fee		2.31
Gross Receipts Tax		2.03

TOTAL CURRENT ELECTRIC CHARGES \$ 81.32

\$19.01 of Fuel Cost is Tax Exempt

CONSUMPTION HISTORY



Water tens Gal Electric Kwh

	1 year ago	Last Month	This Month	Average Daily
Total Kwh used	1,275	837	1,181	40
Total Gallons used	68,000			0



Date	Invoice Number
October 29, 2019	DM-10-2019-0087
Payment Terms	Due Date
Upon Receipt	October 29, 2019

Bill To:
Villages of Westport CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

RE: District Management Fee: October 2019

Total Amount Due

\$1,250.00



Date	Invoice Number
October 29, 2019	DM-10-2019-0088
Payment Terms	Due Date
Upon Receipt	October 29, 2019

Bill To: Villages of Westport CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

RE: Website Fee - October 2019

Total Amount Due

\$100.00

TERMS	INVOICE #	DATE
Due on receipt	VOW1019	10/25/2019

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	November Monthly Commercial Pool Maintenance Agreement	600.00	600.00
155	Sodium Hypochlorite, per gallon	2.50	387.50
12	Sulfuric Acid, per gallon	4.98	59.76

	Total	\$1,047.26
--	--------------	-------------------

STATE CERTIFIED CPC 043148

Reprint

VILLAGES OF WESTPORT CDD

Payment Authorization 46

11/12/2019

Item No.	Payee	Invoice #	FY19 General Fund	FY20 General Fund
1	Elite Christmas Lighting Holiday Lights deposit	2082		905.50
2	Jacksonville Daily Record Legal Advertising run date 10/2/19	19-08205D		72.88
3	ordermychecks.com Check order	-		163.55
4	PFM Group Consulting, LLC September 2019 Postage	OE-EXP-00439	\$ 5.50	
			\$ 5.50	\$ 1,141.93
TOTAL			\$1,147.43	

Secretary/Assistant Secretary

Kelly McCannell

Chairperson



Elite Christmas Lighting

1607 91st Ct. Vero Beach, FL 32966
7729339349 | sales@elitechristmaslighting.com |
elitechristmaslighting.com

RECIPIENT:

Villages of Westport

12051 Corporate Blvd.
Orlando, FL 32817

SERVICE ADDRESS:

12060 Braddock Rd
Jacksonville, FL 32219

Invoice #2082

Issued 11/11/2019

Due 11/11/2019

Total \$1,811.00

Account Balance \$1,811.00

Villages of Westport Holiday Lighting

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
GARLAND 9 X 14 Oregon FIR - Warm White LED		8	\$77.50	\$620.00
WREATH- 24" Deluxe Oregon Fir - Warm White with bow		8	\$44.50	\$356.00
TREE-OUTSIDE WRAP- 5mm LED	7 LIGUSTRUM TREES- In the median	24	\$30.00	\$720.00
Power accessories-Wire and timer		4	\$28.75	\$115.00

Returned checks will be charged a \$75.00 Non-Sufficient funds fee.
Customer is required to make a minimum deposit equal to 50% of the total project cost at the time of booking, prior to commencement of installation. (Installation dates are first come, first served and will not be reserved until full deposit payment is received.) Deposits are non-refundable

Remaining 50% (or balance) of total project cost is due in full the day of project completion. Accounts not paid within terms are subject to a 1.5% monthly finance charge.

If final payment is not made within a timely manner Elite Christmas Lighting reserves the right to remove all decorations immediately with no refund of prior payments. In the event payment is not made and decorations are removed the customer is still liable for full payment of agreed contract price. Customer will be responsible for any collection fees and or legal expenses required to resolve non payment.

Subtotal \$1,811.00

Tax Exempt (0.0%) \$0.00

Total \$1,811.00

Account balance \$1,811.00

50% Deposit

905.50

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

10 N. Newnan Street (32202)

P.O. Box 1769

Jacksonville, FL 32201

(904) 356-2466

STATEMENT

November 1, 2019

LEGAL ADVERTISING

Attn: Accounting
Villages of Westport Community Development District
12051 CORPORATE BLVD.
ORLANDO FL 32817

Balance Due:	\$72.88
---------------------	----------------

All PAST DUE items are subject to
finance charges of 1 1/2% per month.
Please remit immediately.

<u>Serial Number</u>	<u>Case</u>	<u>Case #</u>	<u>Amount Due</u>
----------------------	-------------	---------------	-------------------

Please note that your account is currently past due. If you have made a payment recently, we thank you. Daily Record & Observer, LLC appreciates your business.

For your convenience you may pay your invoice online at JaxDailyRecord.com/send-payment

19-08205D Villages of Westport Community

PAST DUE \$72.88

Finance Charge on **PAST DUE** Items: \$0.00

(Published daily except Saturday, Sunday and legal holidays)
Jacksonville, Duval County, Florida

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Meeting

in the matter of Villages of Westport Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of 10/2/19

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Rhonda Fisher

Sworn to and subscribed before me this 2nd day of October, 2019 A.D. by Rhonda Fisher who is personally known to me.

JANET MOHR
Notary Public, State of Florida
My Comm. Expires 12/18/2020
Commission No. 0656826


Notary Signature

Seal

Notary Public, State of Florida

**Notice of Meeting
Villages of Westport
Community Development
District**

The Board of Supervisors of the Villages of Westport Community Development District will hold their meetings for the 2019-2020 Fiscal Year at 14785 Old St. Augustine Rd, Suite 3, Jacksonville, FL 32258, at 12:00 p.m. on the Second Friday of each month as follows:

Friday, October 11, 2019

Friday, January 10, 2020

Friday, April 10, 2020

Friday, July 10, 2020

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least five calendar days prior to the meeting.

Each person who decided to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Vivian Carvalho
District Manager

Oct. 2 00(19-08205D)

[Order Status](#)[Español](#)[Privacy & Security](#)[Logout](#)[Business Products](#)[Customer Service](#)[About Harland Clarke](#)

THANK YOU FOR YOUR ORDER

We'll send order updates and shipping confirmation to **champagnea@pfm.com** once your items ship! If you've selected a trackable shipping method, your shipment notification email will include a tracking number.

SHIP TO

VILLAGES OF WESTPORT
COMMUNITY DEVELOPMENT
DISTRICT
12051 CORPORATE BLVD
ORLANDO, FL 32817-1450

ORDER NOTES

- The total price will be automatically deducted from your account within 14 days. This debit will be from Harland Clarke.
- Items ordered will ship separately and delivery days may vary.
- If you selected a trackable shipping method you can visit this website to check the status of your items ordered. A link to the carrier's website will also be provided for your convenience.

Laser 401 **\$153.57**
Voucher
Classic Green
Single Part
Checks on Top

250 Checks, Single
Distinctive Lettering: Standard

SHIPPING METHOD

Trackable Included

Subtotal \$153.57

Tax \$9.98

Total \$163.55



entered
11/11/19



Date	Invoice Number
September 19, 2019	OE-EXP-00439
Payment Terms	Due Date
Upon Receipt	September 19, 2019

Bill To:

Villages of Westport CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817

Company Address:

1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

RE: September 2019 Postage - 5.50

Total Amount Due

\$5.50

Account Summary Report

Date Range: September 1, 2019 to September 31, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PHP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
Villages of Westport CDD		11	\$5.500
	Grand Total		\$5.500

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Villages of Westport CDD
Statement of Financial Position
As of 12/31/2019

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account - CNB	\$753,208.82				\$753,208.82
State Board of Administration	4,983.21				4,983.21
Assessments Receivable	235,877.95				235,877.95
Assessments Receivable		\$430,282.93			430,282.93
Due From Other Funds		537,652.07			537,652.07
Debt Service Reserve		750,137.25			750,137.25
Revenue		170,366.19			170,366.19
Prepayment		3,052.21			3,052.21
Acquisition/Construction			\$48,605.18		48,605.18
Deferred Cost			207,939.18		207,939.18
Total Current Assets	<u>\$994,069.98</u>	<u>\$1,891,490.65</u>	<u>\$256,544.36</u>	<u>\$0.00</u>	<u>\$3,142,104.99</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$923,876.26	\$923,876.26
Amount To Be Provided				9,931,123.74	9,931,123.74
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,855,000.00</u>	<u>\$10,855,000.00</u>
Total Assets	<u><u>\$994,069.98</u></u>	<u><u>\$1,891,490.65</u></u>	<u><u>\$256,544.36</u></u>	<u><u>\$10,855,000.00</u></u>	<u><u>\$13,997,104.99</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,838.82				\$4,838.82
Due To Other Funds	537,652.07				537,652.07
Deferred Revenue	235,877.95				235,877.95
Deferred Revenue		\$592,081.61			592,081.61
Total Current Liabilities	<u>\$778,368.84</u>	<u>\$592,081.61</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,370,450.45</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$10,855,000.00	\$10,855,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,855,000.00</u>	<u>\$10,855,000.00</u>

Villages of Westport CDD
Statement of Financial Position
As of 12/31/2019

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Total Liabilities	<u>\$778,368.84</u>	<u>\$592,081.61</u>	<u>\$0.00</u>	<u>\$10,855,000.00</u>	<u>\$12,225,450.45</u>
<u>Net Assets</u>					
Fund Balance - Unreserved	(\$4,844.00)				(\$4,844.00)
Net Assets, Unrestricted	129,263.55				129,263.55
Net Assets - General Government	(3,589.42)				(3,589.42)
Current Year Net Assets - General Government	94,871.01				94,871.01
Net Assets, Unrestricted		\$1,069,396.41			1,069,396.41
Current Year Net Assets, Unrestricted		230,012.63			230,012.63
Net Assets, Unrestricted			(\$797,404.12)		(797,404.12)
Net Assets, Unrestricted			1,048,754.62		1,048,754.62
Current Year Net Assets, Unrestricted			5,193.86		5,193.86
Total Net Assets	<u>\$215,701.14</u>	<u>\$1,299,409.04</u>	<u>\$256,544.36</u>	<u>\$0.00</u>	<u>\$1,771,654.54</u>
Total Liabilities and Net Assets	<u><u>\$994,069.98</u></u>	<u><u>\$1,891,490.65</u></u>	<u><u>\$256,544.36</u></u>	<u><u>\$10,855,000.00</u></u>	<u><u>\$13,997,104.99</u></u>

Villages of Westport CDD
Budget to Actual
For the period through 12/31/19

	Actual	Year To Date Budget	Variance	Adopted FY 2020 Budget
<u>Revenues</u>				
Assessments	\$ 150,170.14	\$ 81,981.25	\$ 68,188.89	\$ 327,925.00
Other Revenue	115.00	-	115.00	-
Net Revenues	\$ 150,285.14	\$ 81,981.25	\$ 68,303.89	\$ 327,925.00
<u>General & Administrative Expenses</u>				
Public Official Insurance	\$ 2,962.00	\$ 825.00	\$ 2,137.00	\$ 3,300.00
Supervisor Fees	-	200.00	(200.00)	800.00
Trustee Services	3,717.38	930.00	2,787.38	3,720.00
District Management	2,500.00	3,750.00	(1,250.00)	15,000.00
Field Management	-	4,800.00	(4,800.00)	19,200.00
Engineering	-	762.50	(762.50)	3,050.00
Dissemination Agent	-	1,250.00	(1,250.00)	5,000.00
Reamortization Schedule	-	125.00	(125.00)	500.00
District Counsel	196.50	1,250.00	(1,053.50)	5,000.00
Assessment Administration	5,000.00	1,250.00	3,750.00	5,000.00
Audit	500.00	1,625.00	(1,125.00)	6,500.00
Arbitrage Calculation	-	250.00	(250.00)	1,000.00
Postage & Shipping	-	62.50	(62.50)	250.00
Legal Advertising	72.88	375.00	(302.12)	1,500.00
Miscellaneous	178.55	250.00	(71.45)	1,000.00
Community Events	-	500.00	(500.00)	2,000.00
Web Site Maintenance	200.00	600.00	(400.00)	2,400.00
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00
Amenity - Water/Electric	3,454.30	11,250.00	(7,795.70)	45,000.00
Amenity - Telephone	354.27	375.00	(20.73)	1,500.00
Amenity - Insurance	3,754.00	1,000.00	2,754.00	4,000.00
Amenity - Dues & License	-	100.00	(100.00)	400.00
Amenity - Irrigation Repairs	-	750.00	(750.00)	3,000.00
Amenity - Pool Maintenance	3,156.85	2,400.00	756.85	9,600.00
Amenity - Access Control	-	425.00	(425.00)	1,700.00
Amenity - Janitorial	2,415.00	2,025.00	390.00	8,100.00
Amenity - Pest Control	-	300.00	(300.00)	1,200.00
Amenity - R&M Building	-	2,500.00	(2,500.00)	10,000.00
Amenity - R&M Grounds	-	2,407.50	(2,407.50)	9,630.00
Amenity - Security	8,207.00	13,500.00	(5,293.00)	54,000.00
General Insurance	3,605.00	975.00	2,630.00	3,900.00
General Repair & Maintenance	1,811.00	3,425.00	(1,614.00)	13,700.00
Irrigation	-	1,500.00	(1,500.00)	6,000.00
Lake Maintenance	1,950.00	3,000.00	(1,050.00)	12,000.00
Landscaping Maintenance & Material	10,036.98	11,500.00	(1,463.02)	46,000.00
Landscape Improvements	1,187.66	3,250.00	(2,062.34)	13,000.00
Right of Way Mowing	-	1,500.00	(1,500.00)	6,000.00
Contingency-Hurricane Repairs	-	950.00	(950.00)	3,800.00
Total General & Administrative Expenses	\$ 55,434.37	\$ 81,981.25	\$ (26,546.88)	\$ 327,925.00
Total Expenses	\$ 55,434.37	\$ 81,981.25	\$ (26,546.88)	\$ 327,925.00
Income (Loss) from Operations	\$ 94,850.77	\$ -	\$ 94,850.77	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 20.24	\$ -	\$ 20.24	\$ -
Total Other Income (Expense)	\$ 20.24	\$ -	\$ 20.24	\$ -
Net Income (Loss)	\$ 94,871.01	\$ -	\$ 94,871.01	\$ -

Villages of Westport CDD
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 12/31/2019

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$92,042.42				\$92,042.42
Off-Roll Assessments	58,127.72				58,127.72
Other Income & Other Financing Sources	115.00				115.00
On-Roll Assessments		\$537,652.07			537,652.07
Inter-Fund Group Transfers In		(3,965.40)			(3,965.40)
Inter-Fund Transfers In			\$3,965.40		3,965.40
Total Revenues	<u>\$150,285.14</u>	<u>\$533,686.67</u>	<u>\$3,965.40</u>	<u>\$0.00</u>	<u>\$687,937.21</u>
<u>Expenses</u>					
Public Official Insurance	\$2,962.00				\$2,962.00
Trustee Services	3,717.38				3,717.38
District Management	2,500.00				2,500.00
District Counsel	196.50				196.50
Assessment Administration	5,000.00				5,000.00
Audit	500.00				500.00
Legal Advertising	72.88				72.88
Web Site Maintenance	200.00				200.00
Dues, Licenses, and Fees	175.00				175.00
Amenity - Electric	3,454.30				1,925.63
Amenity - Telephone	354.27				354.27
Amenity - Pool Maintenance	3,156.85				3,156.85
Amenity - Janitorial	2,415.00				2,415.00
Amenity - Security	8,207.00				8,207.00
General Insurance	3,605.00				3,605.00
Property & Casualty	3,754.00				3,754.00
General Repair & Maintenance	1,811.00				1,811.00
Lake Maintenance	1,950.00				1,950.00
Landscaping Maintenance & Material	10,036.98				10,036.98
Landscape Improvements	1,187.66				1,187.66
Miscellaneous	178.55				178.55
Interest Payments		\$308,827.50			308,827.50
Total Expenses	<u>\$55,434.37</u>	<u>\$308,827.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$362,733.20</u>

Villages of Westport CDD
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 12/31/2019

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$20.24				\$20.24
Interest Income		\$5,474.07			5,474.07
Interest Income			\$1,228.46		907.85
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$20.24</u>	<u>\$5,474.07</u>	<u>\$1,228.46</u>	<u>\$0.00</u>	<u>\$6,402.16</u>
Change In Net Assets	\$94,871.01	\$230,333.24	\$5,193.86	\$0.00	\$331,606.17
Net Assets At Beginning Of Year	<u>\$120,830.13</u>	<u>\$1,069,396.41</u>	<u>\$251,350.50</u>	<u>\$0.00</u>	<u>\$1,441,577.04</u>
Net Assets At End Of Year	<u><u>\$217,229.81</u></u>	<u><u>\$1,299,729.65</u></u>	<u><u>\$256,544.36</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,773,183.21</u></u>