### Villages of Westport Community Development District

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The Special meeting of the Board of Supervisors of **Villages of Westport Community Development District** will be held Monday, April 12, 2021 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 continued meeting.

**PLEASE NOTE:** Anyone seeking to physically attend the Villages of Westport CDD Board of Supervisors meeting MUST wear a mask and socially distance. In light of social distancing requirements, there will be limited space for members of the public to physically attend the meeting. Once the meeting space has reached capacity with social distancing parameters in place, attendance will be available ONLY through virtual means. To attend the meeting virtually, please call:

#### Call in number: 1-844-621-3956

#### Passcode: 790 562 990 #

#### 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 the Minutes of the January 8, 2021 Board of Supervisors' Meeting
- 2. Consideration of the Minutes of the February 5, 2021 Cancelled / Continued Board of Supervisors' Meeting
- 3. Consideration of Resolution 2021-04, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Date, July 12, 2021]
- 4. Discussion Regarding Traffic Calming Petition Process
- 5. Review and Consideration of Arbitrage Rebate Calculation Report Series 2005A
- 6. Review of District Management Services Comparison Sheet
- 7. Review of Field Management Services RFP (under separate cover)
- 8. Ratification of E-Verification Application for the District
- 9. Review of Pending Items from Previous Board Meeting (Under Separate Cover)
- 10. Ratification of Payment Authorizations 2020-74 2020-80 & 81--95

11. Review of District Financial Statements

#### **Other Business**

Staff Reports



- District Counsel- Setting Towing Polices for the Amenity Facility- (Under Separate Cover)
- District Engineer
- District Manager
- Audience Comments
- Supervisors Requests

Adjournment



Consideration of the Minutes of the January 8, 2021 Board of Supervisors' Meeting

#### **MINUTES OF MEETING**

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES Friday, January 8, 2021 12:00 p.m. 14685 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258

Present and constituting a quorum in person or via speakerphone:

Yashekia Scarlett	Board Member	(via phone)
Henry Simmons	Board Member	(via phone)
Syron Stewart	Board Member	
James Stowers	Board Member	
Alice Sanford	Board Member	

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC	(via phone)	
Kevin Plenzler	PFM Financial Advisors, LLC	(via phone)	
Wes Haber	District Counsel- Hopping Green & Sams		
Jake Card	Advanced Security		
Mike Veazey	Project Manager- ICI Homes		
Kelly McCarrick	ICI Homes	(via phone)	
Andy Hagan	ICI Homes	(via phone)	
Various Audience Me	(via phone)		

#### FIRST ORDER OF BUSINESS

#### Organizational Matters

#### Call to Order and Roll Call

The meeting was called to order by Ms. Carvalho at 12:14 PM and roll call was initiated. Present and or via speakerphone are the following Board Members: Yashekia Scarlett, Henry Simmons, James Stowers, Syron Stewart and Alice Sanford. Others in attendance are listed above.

#### **Public Comment Period**

There were not public comments at this time.

Administration of Oath of Office to New Members of the Board of Supervisors

Ms. Carvalho administered the oath of office to Ms. Sanford prior to the start of the meeting. She chose to receive compensation.

Overview of the Florida "Government in the Sunshine" Regulations and other Board Member Responsibilities

Mr. Haber reviewed the Florida "Government in the Sunshine" Regulations, Public Record Law and Board Member responsibilities.

Ms. Carvalho asked Ms. Sanford to fill out the W9 and the Statement of Financial Interest. Mr. Haber stated for the Form 1 Board Members are required to post the source of income for conflict of interests and the Form is filed with the Supervisor of Election in Duval County.

#### Consideration of Resolution 2021-03, Electing Officers

Ms. Carvalho stated this resolution is before the Board for consideration due to the 2 new Board Members that are on the Board. The Board will appoint the officer's position. She asked for any recommendation. Lengthy discussion ensued. Mr. Haber provided an overview of the role for the Chairperson and Vice Chairperson. Mike Veazey provided a recommendation of Syron Stewart as the Chairperson and Henry Simmons Vice Chairperson due to their experience and length on the Board. Ms. Carvalho called for nominations of officers' position:

Henry Simmons nominated Syron Stewart as Chairperson

Syron Stewart nominated Henry Simmons as the Vice Chairperson

Alice Sanford nominated herself as the Vice Chairperson

On MOTION by Mr. Simmons, seconded by Mr. Stowers, with all those in favor, the Board nominated Ms. Stewart as the Chairperson for the District.

On MOTION by Ms. Stewart, seconded by Ms. Stowers, with all those in favor, the Board nominated Mr. Simmons as Vice Chairperson for the District.

Ms. Sanford nominated herself for Vice Chairperson, but motion was not carried. Ms. Carvalho requested a motion to appoint the remaining officers' position as follows; Ms. Carvalho as Secretary, Ms. Ripoll, Ms. Sanford, Ms. Scarlett, and Mr. Stowers as Assistant Secretaries, Ms. Glasgow as Treasurer, and Ms. Lane as Assistant Treasurer.

On MOTION by Mr. Stowers, seconded by Ms. Stewart, with all those in favor, the Board approved Resolution 2021-03, As follows; Ms. Stewart as Chairperson, Mr. Simmons as Vice Chairperson, Ms. Carvalho as Secretary, Ms. Ripoll, Ms. Sanford, Ms. Scarlett, and Mr. Stowers as Assistant Secretaries, Ms. Glasgow as Treasurer, and Ms. Lane as Assistant Treasurer.

#### SECOND ORDER OF BUSINESS

#### **General Business Matters**

Consideration of the Minutes of the October 23, 2020 Special Board of Supervisors Meeting

The Board reviewed the Minutes of the October 23, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Stowers, seconded by Ms. Stewart, with all those in favor, the Board approved the Minutes of the October 23, 2020 Special Board of Supervisors' Meeting.

#### Ratification of Grau & Associates Engagement Letter for FY 2020 Audit Report

The Board reviewed the Grau & Associates Engagement Letter for FY 2020 Audit Report. The previous Chair approved and signed off on the Engagement Letter, so the Board is being asked to ratify the action.

On MOTION by Mr. Stowers, seconded by Ms. Stewart, with all those in favor, the Board ratified Grau & Associates Engagement Letter for FY 2020 Audit Report.

Update Regarding use of Amenity Facilities that May be Constructed

### on Property being Removed from District

Mr. Haber provided an overview of the update regarding use of Amenity Facilities that may be constructed on property being removed from the District. The Board previously approved a boundary amendment and the Resolution that authorized it appointed the Chair as the person who would work with District staff. Mr. Haber's Office filed a petition to amend the District's boundaries and that petition has been filed, reviewed and a public hearing on that petition has been set for January 29, 2021.

Mr. Haber's Office and other District staff are designated to work with the Chair to work through the Boundary Amendment. Mr. Stowers offered to work with District staff and attend the Public Hearing. Ms. Stewart stated she thinks she should be there and asked Mr. Stowers to join her at the Public Hearing. Mr. Haber stated having two Board Members present may result in a Sunshine Law Violation. A discussion took place. If Mr. Stowers is representing the Board at the hearing Ms. Stewart can attend however Mr. Haber does not want to give the impression that the two Board Members are working together to prepare for the Public Hearing. A discussion took place regarding the preparation for the Public Hearing. Ms. Stewart prefers to have Mr. Stowers attend on behalf of the District.

Mr. Haber requested a motion designating Mr. Stowers to take over as the Chair capacity in the Resolution and authorizing Mr. Stowers to work with District Counsel and District Staff in the preparation and attendance of the Boundary Amendment Public Hearing scheduled for January 29, 2021.

On MOTION by Ms. Stewart, seconded by Mr. Stowers, with all those in favor, the Board authorized Mr. Stowers to take over as the Chair capacity in the Resolution and authorizing Mr. Stowers to work with District Counsel and District Staff in the preparation and attendance of the Boundary Amendment Public Hearing scheduled for January 29, 2021.

Mr. Haber stated the Resolution to authorize the Boundary Amendment contemplated that the CDD would have the opportunity to take advantage of Amenity Facilities that may get constructed in the parcel that is seeking to be removed from the CDD. Mr. Haber communicated with the Landowner to see if there was an understanding on what those facilities may be and there is presently no plan for any facilities. The CDD has a resolution that indicates that the Landowner will make efforts, to the extent that there are

Amenity Facilities constructed in the area to be used by singe family homes, that if it is the Landowner that has control over construction they will make an effort to see if the CDD wants to agree to have its residents use those Facilities. If the CDD chooses to do that it would have to pay its proportionate share of the operation and maintenance cost of those facilities. Prior to any decision by the CDD, the Board should be provided with the estimated costs to maintain and operate the facilities to determine how it would impact the Budget. The Resolution that made the representation regarding the facilities is an exhibit to the Joint Petition to amend the boundaries. Mr. Haber anticipates at the public hearing the Landowner will be asked if they agreed to make necessary efforts to give the CDD the right but not the obligation to use any Amenity Facilities constructed. The CDD facilities will not be open to that Landowner. Mr. Haber noted that, although there is no agreement in place between the CDD and the Landowner regarding the use of the Amenity Facilities, which would be preferable, the language in the Resolution and any testimony at the hearing should enhance the likelihood that the CDD is offered the opportunity to share in the facilities. Ms. Sanford asked about the land to be removed from the District and its right to use CDD facilities. Mr. Haber confirmed once the land is removed from the CDD they will not have the right to use the existing CDD facilities other than paying the Annual User fee to use the existing Amenity Facilities.

Review and Consideration of the Financial Advisory Agreement with PFM Financial Advisors, LLC.

Mr. Plenzler provided an overview of the Financial Advisory Agreement.

On MOTION by Ms. Stewart, seconded by Mr. Stowers, with all those in favor, the Board approved the Financial Advisory Agreement with PFM Financial Advisors, LLC.

#### **Discussion regarding Soccer Nets**

Ms. Sanford requested this item to be on the agenda. Mr. Veazey provided an overview about the soccer net quality. The price to replace the soccer nets is \$2,570.00 each plus labor and shipping. There are two nets so the cost would be closer to \$7,000.00 to replace them or \$350.00 to refurbish the nets however that did not include new nets which Mr. Veazey recommended which is \$150.00. He asked if the CDD wants to keep the soccer nets. A discussion took place about the frequency of use. Ms. Stewart would like to ask the neighborhood. This will be tabled and brought back to the next meeting.

### Discussion Regarding Palm Trees at Amenity Center

Yellowstone provided a proposal for \$600.00 for the palm trees at the Amenity Center. They are the District's current Landscape Maintenance company. There is some room in the Budget for landscape improvements and general maintenance. Ms. Stewart is unsure if there is enough money in the budget to properly maintain the Amenity Center area. She brought up issues with the weeds. Mr. Veazey stated the weeding is in Yellowstone's agreement and it should not be an extra cost to residents. Mr. Veazey stated if the Board approves the proposal for the palm trees, he will call Yellowstone tomorrow and get it scheduled in the next couple of weeks.

On MOTION by Ms. Stewart, seconded by Mr. Stowers, with all those in favor, the Board approved the Palm Tree proposal to clean dead fronds at Amenity Center totaling \$600.00 with Yellowstone.

#### Discussion regarding Pressure Washing the Amenity Pool Deck

The proposal is in the amount of \$800.00 for the pressure washing the pool deck and the pool furniture twice per year for a total of \$1,600.00 and will be coded to the Repair & Maintenance line item of the Budget. Coastal is the name of the company who provided the proposal. Ms. Stewart stated she had a bad experience with that company. Another Board Member will provide names of additional pressure washing companies to Mr. Veazey. He stated they must be insured.

On MOTION by Ms. Stewart, seconded by Ms. Stowers, with all those in favor, the Board approved a not to exceed amount of \$800.00 authorizing Mr. Veazey to work with Various Vendors confirming it is not the previous company and commence the work on or around March 2021.

#### Discussion regarding Landscape Enhancement at the Front of the Amenity

Mr. Veazey got a proposal from Yellowstone to enhance the front of the Amenity in the amount of \$9,560.00. He suggested the Board could negotiate what they could get for a lower amount. A Board Member asked about replacing the Landscaper. District staff explained the termination provision and that if the Board wanted to consider that it would have to issue an RFP.

On MOTION by Ms. Stewart, seconded by Ms. Sanford, with all those in favor, the Board approved a not to exceed amount of \$5,000.00 for Landscape Enhancement at the Front of the Amenity pending verification with Mr. Veazey as well as the Chair for a final satisfactory proposal prior to proceeding with the work to beginning in March 2021.

### Discussion Regarding the Stone at the Amenity Center

Mr. Veazey stated there are some stones on the columns that have fallen of f and need to be replaced. He got a proposal for \$150.00 from Coastal Construction to reattach the stones but that was just for labor cost. He thinks children are climbing on the stones to get over the gate. If there are any stones that cannot be found they need to be replaced.

On MOTION by Mr. Stowers, seconded by Ms. Stewart, with all those in favor, the Board approved a not to exceed amount of \$350.00 for Coastal Construction to utilize the existing stones and any additional stones that need to be purchased along with labor for the Amenity Center.

#### Discussion on Installation of Pet Waste Station with bags

A discussion took place regarding the pet waste stations with bags. Questions were raised about how they would be maintained. Ms. Carvalho stated sometimes the Landscape Company will revise their proposal to include an additional service to dispose the different stations or a cleaning company could be hired to maintain it and it all has an additional cost to consider. No action was taken today.

#### Discussion on ways to keep entrance ways clean (clear of trash)

A discussion took place about trash in the entrance way. Mr. Veazey stated the trash on Braddock Road is not on CDD property and is the responsibility of the City of Jacksonville. A discussion took place regarding illegal dumping. A discussion took place regarding how much more a contractor would charge to add that area to their existing responsibilities. District staff will check the price with the landscape company for an as needed proposal. No action was required.

#### Discussion on Beware Alligator Signs Being Installed

Mr. Veazey will follow-up and get a proposal for any common areas.

Discussion on a Bulletin board being installed

The Board discussed the desire to have bulletin boards. Ms. Stewart volunteered to maintain the bulletin boards. Ms. Carvalho stated Ms. Stewart can contact her if she has questions about content to display in the bulletin board and or contact Mr. Haber on certain issues. Mr. Veazey will obtain a proposal for three bulletin boards for the 3 entrances to the community.

### Discussion to Close opening entry wall – Devinston Kenniston

A discussion took place about closing the openings in the fences which back up to the woods. There were holes in the walls which were left for construction purposes. Mr. Veazey stated there is one hole in Kenniston where there is a gap in the wall and the others are where the wall ends, and it goes into a wetland. If the wall is extended trespassers will go farther into the wetland to go around it. There is a gap at the end of the Amenity and the homeowner put in a fence on her property. Ms. Sanford suggested plants with needles or thorns. Mr. Veazey will follow up with proposals for each fence gap.

#### Discussion to Install taller fence with prongs (Amenity Center)

A discussion took place about installing a tall fence with prongs to deter people from climbing over the fence. Mr. Veazey will follow up on getting a proposal for a perimeter fence for the Amenity Center. Ms. Carvalho stated it will be extremely expensive, but the Board can look at it in April 2021 Board Meeting.

The Board recessed the meeting at 1:55PM. The Board reconvened at 1:58 p.m.

### Discussion to Replace Mulch with Rocks

A discussion took place to replace the mulch with rocks but one of the Board Members has a concern with rocks if kids use them as projectiles. Mr. Veazey will get a quote for rubber mulch in every common area for the April 2021 Board Meeting.

#### Discussion on Holiday Decorations

Mr. Haber stated this year the District entered into a contract for Holiday decorations with the expectation they would be installed shortly after Thanksgiving, however they were not installed until mid-December and therefore very late and in breach of contract.

The agreement the Board entered into contemplated the installer would be paid 50% up front and then 50% after they submitted an invoice after the decorations were installed. The decorations were only up for half the time they were expected to be up. He recommended the District tell the company that they were already paid 50% and given how late they were on installing them the District does not intend to pay the remainder of the Contract. There is risk that they could sue the District in small claims court. Mr. Haber stated the District has in writing that they were going to be installed a lot earlier than they were. Mr. Veazey noted the District contracted and sent the deposit in September and the company did not install the decorations until December 17, 2020.

The company refuses to remove the decorations until the District makes the second payment.

Ms. Sanford asked if members of the community can buy and decorate the entry ways. Mr. Haber stated it is possible but there might be a logistical issue because there would be no contract and no way to enforce it. Ms. Carvalho stated the District would probably be required to get volunteer insurance in case someone gets injured which is an additional District expense or sign a hold harmless waiver. A discussion took place regarding lighting up the Amenity Center.

On MOTION by Ms. Stewart, seconded by Ms. Stowers, with all those in favor, the Board authorized District Management to send a letter to the Holiday Decoration Company letting them know the District does not intend on making the second payment and they will copy District Counsel on the letter.

### Discussion to Replace PFM Consulting

Ms. Sanford requested proposals from other CDD Management Companies for a cost and services comparison. Ms. Carvalho stated she had a similar situation 2 ½ years ago with another District they represent where they asked District staff to get quotes from other companies. District staff provided a spreadsheet and after reviewng the results of that the District determined to keep things as they are. Ms. Carvalho stated she is more than happy to do that.

Ms. Carvalho stated typically if a Board is looking to replace a Management Company, District Counsel would be the one to be involved in that process in soliciting proposals from various Management Companies and the Board would have to meet to review those proposals and make a determination. Mr. Haber echoed Ms. Carvalho's remarks.

Ms. Carvalho offered to get a spreadsheet of similar Districts in the area with the same characteristics as Villages of Westport CDD to provide the cost of the services by a different Management Company. Mr. Haber stated CDDs are reluctant to go out for bid frequently unless they are pretty certain they would like to make a change because the competitive proposers don't like to see the District then stay with the incumbent and are less likely to provide a bid if the same District goes out to bid again just to lower their price. Ms. McCarrick with ICI suggested it might be prudent for the Board to look at a spread sheet that Ms. Carvalho is offering to prepare and suggested that this District's pricing is probably better than they will see in any other resident controlled Board because of the larger relationship ICI has they were able to leverage with PFM because they also manage 9 other ICI Communities. Lengthy discussion ensued on District Management Services and pricing.

Ms. Carvalho stated HOA's do per unit pricing for the management fees whereas for the District Management Services is not common to price in that manner. She stated the characteristics are based on the size of the community, how many bonds are being

issued, if there is infrastructure to be maintained, how many meetings and workshops take place and how frequently. The PFM price went up for Fiscal Year 2021, but it was the first increase for almost a decade.

Ms. Sanford asked about the cost for soliciting proposals. Mr. Haber stated there would be a legal cost to managing the solicitation of proposals, but it is minimal to maybe a few hundred dollars. Ms. Carvalho stated she will compare various District Management costs by looking at several Districts and their Budgets and looking at what their District Managers provide and for what cost. A discussion took place whether to bid or get a comparison spreadsheet.

On MOTION by Ms. Sanford, seconded by Ms. Stewart, with all those in favor, the Board authorized the District Management Company to provide a cost Comparison Analysis to the Board prior to the April 2021 Board Meeting.

#### Discussion on Replacement of Leland Management- Field Management

Ms. Carvalho stated no one is at the meeting representing Leland Management and it is a similar issue to what the Board just discussed, and she thinks it is unfair to have any discussion when they are not here to represent themselves. Ms. Carvalho asked the basis of this item. Ms. Sanford stated Leland Management is not doing a good job. Mr. Veazey stated that is not something he would work on. Ms. Carvalho noted all contracts have a 30-day termination clause. Leland Management is hired by the CDD and there is a Field Manager line item on the CDD Budget for Leland Management Services. Ms. Sanford asked for proposals from other companies for Field Management. Ms. Carvalho stated if it is a performance issue the District can give them notice of areas to be addressed and give them a timeline of addressing those items. A discussion took place.

On MOTION by Ms. Stewart, seconded by Ms. Sanford, with all those in favor, the Board authorized District Staff to solicit proposals for the replacement of Leland Management.

#### Discussion to Install Visible Security Cameras on tall beams (all 3 entry ways)

Mr. Card provided an overview of the cost for visible security cameras on tall beams. He replaced them three times and when he provided the bid last year it was \$4,800.00. He stated he has spent twice that due to replacing cameras for vandalism. He recommended the District to extend the poles.

The Board gave direction to Mr. Card to come back to the April meeting with proposals on elevating the cameras on the polls.

#### Discussion to Install Speed Bumps

It was noted that the roads are owned by the City of Jacksonville and therefore the CDD does not have the ability to install speed bumps.

# Discussion to Incorporated a tow agreement for unauthorized parking

The CDD has the ability to deal with towing regarding unauthorized parking at the Amenity Facility Parking lot but not on the roadways in the District. The roads are owned by the City of Jacksonville. Mr. Haber stated there is a notice, the District must put up signs at the Amenity Center and hire a towing company. Mr. Haber can bring the memo describing the process of hiring a towing company for the Amenity Center to the April Board Meeting.

### Discussion to Install better Annuals

Ms. Sanford stated when the plants die, they are left there but they look poorly. She suggested when the annuals die, it should be replaced. Mr. Veazey stated they are replaced four times per year.

Ms. Stewart stated she has to leave. Mr. Haber stated if she has to leave then the Board Meeting must be continued to a later date since quorum will no longer be established. He has one more item to address at this meeting prior to continuing the meeting.

#### THIRD ORDER OF BUSINESS

#### Other Business

#### Staff Reports

**District Counsel** – District Counsel stated that, as noted earlier, the District is going through the process of amending the boundary of the District. He touched on the amenity facilities to be constructed within the parcel to be removed and the potential of sharing those facilities. As noted, the District will not have an agreement with the landowner regarding those facilities. He also wanted to touch on the impact the boundary amendment will have on O&M Assessments. The boundary amendment sets a limit on the universe of improvements that the District will be responsible to maintain. He stated part of the District boundary amendment consist of removing approximately 1,000 acres worth of property from the District. When the 1,000 acres worth of property gets removed from the District's boundary, any obligation to maintain the public improvements, the potential O&M assessment would likely be higher. With the removal of the property, the District will not have the ability to assess r those 1,000

acres. He further explained that the District has been assessing the O&M Budget based on approximately 1,800 units. When the 1,000 acres is removed, the District will be assessing the entire Budget over 767 units. As a result of the reduction in the number of units, there will be an increase in the amount each remaining unit pays. He stated the boundary amendment adds some certainty that we are putting a limit on the improvements that the CDD will be responsible to operate and maintain.

Ms. Sanford asked Mr. Haber how much approximately the O&M assessment will be. Mr. Haber stated that the current O&M assessment is low, less than \$200. Per his calculation the O&M Assessment after the boundary amendment will be approximately in the range of \$450.00- \$500.00. Debt Service assessments will not change. He did a search with other CDDs similar in nature to Villages of Westport CDD in the Jacksonville area and the O&M assessments are near the \$700.00 to \$800.00 per unit range for O&M assessment plus the debt service assessment.

**District Engineer** – Not Present

**District Manager** – Ms. Carvalho stated this meeting will have to continue to a later date. A discussion took place about the date.

#### Audience Comments and Supervisor Requests

There were no Supervisor requests or audience comments.

#### FOURTH ORDER OF BUSINESS

Continuance

There was no additional business to be discussed. Ms. Carvalho requested a motion to continue.

On MOTION by Mr. Stowers, seconded Ms. Stewart, with all those in favor, the January 8, 2021 Board of Supervisors Meeting of the Villages of Westport CDD was continued at 2:58 PM to February 5, 2021 at 1:30 p.m. at this location to review the agenda items 26-39, and any issues raised where an item was asked to be brought back to the Board and the people that are working on it are able to bring those items back.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Consideration of the Minutes of the February 5, 2021 Cancelled / Continued Board of Supervisors' Meeting

#### **MINUTES OF MEETING**

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES Friday, February 5, 2021 1:30 p.m. 14685 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258

Quorum was not established in order to proceed with this continued meeting. Therefore, the following items #26-39 below from the January 8, 2021 meeting were not addressed.

26.Discussion to Install better Annuals

27. Discussion to Install Resident Pictures / Ames on Access Cards

28.Discussion for Every household member over 16 to receive their own access card

29.Discussion that Information needs to be communicated to the community as a whole immediately when changes occur at the amenity center

30. Discussion on a Community Newsletters

31. Discussion regarding commutation needs to be sent out to every resident via email seeking contact information to ensure all residents remain in the loop

32. Discussion on Replace all Vendors & Contractors

33. Discussion to Install Stop Signs/ Speed Limit signs (Missing in some areas)

34.Discussion to Include Grass by the cement wall in Devinston which is not being maintained into the landscape agreement

35.Discussion to Incorporate a maintenance schedule which requires the board approval to ensure that the community won't be left in an atrocious state again

36. Discussion on the Villages of Westport CDD Bond

37. Discussion to Install Security Gates at each Subdivision Entrance

38.Ratification of Payment Authorizations 2019-74 – 2019-76 & 2020-77-2020-83

39. Review of District Financial Statements

#### Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Consideration of Resolution 2021-04, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Date, July 12, 2021]

#### **RESOLUTION 2021-04**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Villages of Westport Community Development District ("District") prior to June 15, 2021, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	 _, 2021
HOUR:	 _
LOCATION:	 _
	 _

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

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

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

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

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

#### PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2021.

ATTEST:

#### VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Ву:\_\_\_\_\_

Its:\_\_\_\_\_

Exhibit A: FY 2021/2022 Proposed Budget

# **Exhibit A** Villages of Westport Community Development District Proposed Fiscal Year 2022 Annual Operational & Maintenance Budget

\$184,309.16 0.00 20.20 <b>\$184,329.36</b> \$3,110.00 3,717.38 600.00 10,416.65 6,400.00 0.00	\$103,615.84 0.00 0.00 <b>\$103,615.84</b> \$0.00 0.00 1,800.00 14,583.35	\$287,925.00 0.00 20.20 <b>\$287,945.20</b> \$3,110.00 3,717.38	\$287,925.00 40,000.00 0.00 <b>\$327,925.00</b> \$3,258.00	\$290,425.00 40,000.00 0.00 <b>\$330,425.00</b>
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10,416.65 6,400.00			3,720.00	3,720.00
6,400.00	14 583 35	2,400.00	2,400.00	2,400.00
	17,000.00	25,000.00	25,000.00	27,500.00
0.00	12,800.00	19,200.00	19,200.00	19,200.00
	0.00	0.00	0.00	0.00
1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
0.00	500.00	500.00	500.00	500.00
1,289.87	3,710.13	5,000.00	5,000.00	5,000.00
5,000.00	0.00	5,000.00	5,000.00	5,000.00
0.00	6,500.00	6,500.00	6,500.00	6,500.00
0.00	1,000.00	1,000.00	1,000.00	1,000.00
86.40	163.60	250.00	250.00	250.00
546.00	954.00	1,500.00	1,500.00	1,500.00
800.00	1,600.00	2,400.00	2,400.00	2,400.00
0.00	1,000.00	1,000.00	1,000.00	1,000.00
1		2,000.00	2,000.00	2,000.00
				175.00
				45,000.00
				1,500.00
,				4,129.00
				400.00
				3,000.00
				9,600.00
				1,700.00
				8,100.00
				1,200.00
				10,127.00
				5,000.00
				70,000.00
				3,966.00
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Expenditures

Units	767		
Current Year Proposed			\$378.65
			\$409.35
Prior Year Adopted		\$155.13	
		\$167.71	

\*\* the district is in the process of a boundary amendment that has not been finalized and the above proposed assessments are based on that amendment

#### Villages of Westport CDD Proposed Debt Service Fund Budget Series 2005A Special Assessment Bonds FY 2021

#### "Exhibit B"

Description	Proposed FY 2022 Budget
<u>Revenues:</u>	
Special Assessments	\$1,006,963
Total Revenues	\$1,006,963
Expenditures:	
Series 2005A -Interest 11/1/21 Series 2005A - Interest 5/1/22 Series 2005A - Principal 5/1/22	\$217,455 \$217,455 \$365,000
Total Expenditures	\$799,910
Excess Revenues / (Expenditures)	\$207,053
11/1/22 Interest Series 2005A	\$207,053

Discussion Regarding Traffic Calming Petition Process

Review and Consideration of Arbitrage Rebate Calculation Report Series 2005A

#### **GNP** Services, CPA, PA

www.gnpcpas.com

237 Jessie Lee Court Green Cove Springs, FL 32043 P.O. Box 1179 Orange Park, FL 32067-1179

March 12, 2021

Ms. Jennifer Walden Villages of Westport CDD c/o PFM Group Consulting LLC 12051 Corporate Boulevard Orlando, Florida 32817

RE: Villages of Westport Community Development District \$24,345,000 Capital Improvement Revenue Bonds, Series 2005A (the "Bonds")

Dear Ms. Walden:

GNP Services, CPA, PA has been requested to compute the Rebatable Arbitrage Liability with respect to the Bonds. All computations included on the attached synopsis are mathematically accurate and have been performed in accordance with the Code. We have determined the following:

- The results of our computations indicate that the Bonds have no Rebatable Arbitrage Liability or Yield Reduction Payment Amount for the period beginning February 14, 2005 (the "Issue Date"), and ending January 31, 2021 (the "Computation Date").
- The next full report will be provided for the period ending on the January 31, 2025 Installment Computation Date.

If you have questions regarding this letter, or any other concerns, please call (641) 832-7783.

Very truly yours,

In Service, 12A, PA

GNP Services, CPA, PA

Enclosure cc: Ms. Stacey Johnson, U.S. Bank Global Corporate Trust Ms. Kelly McCarrick, ICI Homes

### SYNOPSIS OF COMPUTATION RESULTS

## As of the Computation Date 31-Jan-21

#### Villages of Westport Community Development District \$24,345,000 Capital Improvement Revenue Bonds, Series 2005A

\$ (2,739.59)
(36,999.36)
(11,569.65)
 (1,780.00)
\$ (53,088.60)
\$ (53,088.60)
 (4,502,641.22)
\$ (4,555,729.82)
\$

#### Gross Proceeds Subject to Arbitrage Rebate Remaining As of the Computation Date

Acquisition & Construction Fund	\$ 55,840.83
Debt Service Reserve Fund	724,786.11
Deferred Cost Fund	235,254.96
Debt Service Funds	722,546.71
Total	\$ 1,738,428.61

Review of District Management Services Comparison Sheet

#### **District Management Services Comparison Sheet**

District	District Management Fee FY 2021	Total FY 2021 Fees	O&M Budget FY 2021	Management Company
Villages of Westport CDD	\$25,000.00	\$25,000.00	\$327,925.00	PFM Group Consulting, LLC
Bartram Park CDD	\$41,600.00	\$41,600.00	\$129,808.00	Governmental Management Services, LLC
DP1 CDD	\$40,000.00	\$40,000.00	\$115,825.00	Wrathell, Hunt and Associates, LLC
Heritage Park CDD	\$52,635.00	\$52,635.00	\$287,697.00	Governmental Management Services, LLC
OTC CDD	\$35,000.00	\$35,000.00	\$83,347.00	Governmental Management Services, LLC
St. Johns Forest CDD	\$51,300.00	\$51,300.00	\$207,482.00	Inframark, Infrastructure Management Services

Review of Field Management Services RFP (under separate cover)

Ratification of E-Verification Application for the District





#### THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

#### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Villages of Westport Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

#### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status Page 3 of 17 E-Verify MOU for Employer | Revision Date 06/01/13





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at <u>E-Verify@dhs.gov</u>. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

#### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract, whichever date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





#### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

### ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





## Approved by:

Employer	
Villages of Westport Community Development District	
Name (Please Type or Print)	Title
Vivian Carvalho	
Signature	Date
Electronically Signed	01/20/2021
Department of Hemeland Security Verification	Division
Department of Homeland Security – Verification I	DIVISION
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	01/20/2021





	Villages of Westport Community Development District
	12051 CORPORATE BLVD ORLANDO, FL 32817
County or Parish	ORANGE
Employer Identification Number	201240675
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)





# Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

NameVivian CarvalhoPhone Number(407) 723 - 5900Fax Number(407) 723 - 5901Email Addresscarvalhov@pfm.com





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# VILLAGES of WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Review of Pending Items from Previous Board Meeting (under separate cover)

# VILLAGES of WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Ratification of Payment Authorizations 2020-74 - 2020-80 & 81 -- 95

#### Payment Authorization 2020-74

9/24/2020

ltem No.	Рауее	Invoice #	(	FY20 General Fund
1	Advanced Security Specialist & Consulting LLC Remove dead palm trees	C0092020	\$	850.00

TOTAL \$ 850.00

1 Carrie 0 Chairperson

### Payment Authorization 2020-75

10/1/2020

ltem No.	Payee	Invoice #		FY20 General Fund	G	FY21 eneral Fund
1	Coastal Maintenance	0557	ŕ	705 00		
	Janitorial Services Aug 2020	3557	\$	765.00		
	Janitorial Services Sep 2020	3625	\$	765.00		
	Janitorial Services Oct 2020	3677			\$	510.00
2	VGiobalTech					
	Quarterly Website Fee	1964	\$	300.00		
3	Yellowstone Landscape					
	Landscape Maintenance Sept. 2020	JAX152972	\$	3,615.75		

\$ 5,445.75 \$ 510.00

TOTAL \$ 5,955.75

xmc Cinelo Chairperson

#### Payment Authorization 2020-76

10/9/2020

Item No.	Рауее	Invoice #		FY20 General Fund	 FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Sep 2020	V0092020	\$	5,941.00	
2	Jacksonville Daily Record Legal Advertising 10/02/2020	20-05776D			\$ 69,50
3	<b>JEA (paid online)</b> Acct. 0230853498; Svcs 08/27/20-09/28/20 Acct. 8245040569; Svcs 08/26/20-09/27/20		\$ \$	1,760.41 1,569.06	
4	<b>PFM Group Consulting, LLC</b> Postage Sep 2020	OE-EXP-01158	\$	5.50	
5	<b>Rick Arsenault</b> Pool Maintenance Oct 2020	VOW920			\$ 1,191.08
6	VGlobalTech Monthly Website Fee	2041			\$ 100.00

\$ 9,275.97 \$ 1,360.58

TOTAL \$ 10,636.55 Mc Carne Ve Chairperson

#### Payment Authorization 2020-77

10/16/2020

Item No.	Рауее	Invoice #	FY20 General Fund	FY21 General Fund
1	Comcast Business (paid online) Acct. 8495 74 120 2518167; 10/11/20-11/10/20			\$ 119.69
2	Hopping Green & Sams General Counsel thru 08/31/2020	117765	\$ 470,64	
3	<b>Leland Management, Inc.</b> Management Fee: Sep. 2020 Management Fee: Oct. 2020		\$ 1,600.00	\$ 1,600.00
4	<b>PFM Group Consulting, LLC</b> District Management Fee: Oct 2020	DM-10-2020-0039		\$ 2,083.33
5	Solitude Lake Management Lake & Pond Management Oct. 2020	PI-A00489586		\$ 1,004_25

\$ 2,070.64 \$ 4,807.27

\$ 6,877.91 TOTAL Carrie

Chairperson

# Payment Authorization 2020-78 10/23/2020

FY20 FY21 ltem Payee Invoice # General General No. Fund Fund 1 Leland Management, Inc. Management Fee: Aug. 2020 \$ 1,600.00 --\$ 1,600.00 \$ ÷ yes TOTAL \$ 1,600.00 Q Secretary/Assistant Secretary Chairperson

# Payment Authorization 2020-79 10/29/2020

Item No.	Payee	Invoice #	FY20 General Fund	G	FY21 Seneral Fund
1	Amelia Island Services, LLC Pressure Wash side walks	1297		\$	600.00
2	Supervisor Fees - 10/23/2020 Meeting Henry Simmons			\$	200.00
			\$ -	- \$	800.00
		TOTAL	\$ 800.00	-	
	Secretary/Assistant Secretary	Kellyn Chairperson	ACor	N.	Q

#### Payment Authorization 2020-80

11/5/2020

Item No.	Payee	Invoice #	FY20 General Fund	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Oct 2020	V0102020		\$ 4,616.00
2	Coastal Maintenance Janitorial Services Nov 2020	3737		\$ 510.00
3	Florida Department. of Economic Opportunity Special District Fee FY21	83026		\$ 175.00
4	Jacksonville Daily Record Legal Advertising	20-06176D		\$ 137.00
5	JEA (paid online) Acct. 0230853498; Svcs 09/28/20-10/27/20 Acct. 8245040569; Svcs 09/28/20-10/27/20			\$ 1,418.22 \$ 1,485.96
6	<b>Rick Arsenault</b> Pool Maintenance Nov 2020	VOW1020		\$ 800.46
7	<b>Yellowstone Landscape</b> Irrigation Repairs Landscape Maintenance Oct. 2020	JAX149827 JAX161974	<b>\$ 2,108</b> .17	\$ 3,615.75

\$ 2,108.17 \$ 12,758.39

TOTAL \$ 14,866.56 MeCarne Chairperson

#### **Payment Authorization 81**

11/13/2020

Item No.	Payee	Invoice #	-	FY20 Seneral Fund	FY21 General Fund
1	Alden Contracting Services Amenity Access Control	171488	\$	750.00	
2	Comcast Business (paid online) Acct. 8495 74 120 2518167; 11/11/20-12/10/20				\$ 119.69
3	<b>PFM Group Consulting, LLC</b> District Management Fee: Nov 2020	DM-11-2020-0034			\$ 2,083.33
4	Solitude Lake Management Lake & Pond Management Nov, 2020	PI-A00505729			\$ 1,004.25
5	Tax Collector Garbage, Yard Waste and Recycling	ARCO21001699			\$ 178.81
6	<b>US Bank</b> Trustee Fee 10/01/2020-09/30/2021	5913703			\$ 3,717.38

\$ 750.00 \$ 7,103.46

TOTAL \$ 7,853.46

Secretary/Assistant Secretary

#### Payment Authorization 82

11/23/2020

ltem No.	Payee	Invoice #	FY20 General Fund	(	FY21 General Fund
1	Almgiving Electric				
	Electrical Repairs - Photocells	20272		\$	581.42
2	Donald E. Jones, Jr. (Paid)				
	DJ Services	23		\$	325.00
3	Glenda's Balloons (Paid)				
	Balloon Entertainment	1		\$	350.00
4	Hopping Green & Sams				
	General Counsel thru 09/30/2020	118428	\$ 378.00		
5	PFM Group Consulting, LLC				
	Postage Oct. 2020	OE-EXP-11-48		\$	3.50
6	Tiki Graphics (Paid)				
	Fair Sign/Banner	895		\$	125.00
7	VGlobalTech				
	Monthly Website Fee: Nov.	2117		\$	100.00

\$ 378.00 \$ 1,484.92

\$1,862.92

TOTAL

Chairperson

#### Payment Authorization 83

12/4/2020

ltem No.	Payee	Invoice #	FY21 General Fund
1	Coastal Maintenance Janitorial Services Dec 2020	3807	\$ 510.00
2	<b>Leland Management, Inc.</b> Management Fee: Nov. 2020		\$ 1,600.00
3	<b>Rick Arsenault</b> Pool Repairs	VOWVGB920	\$ 500.00
4	VGlobalTech Monthly Website Fee: Dec.	2195	\$ 100.00
5	Yellowstone Landscape Landscape Maintenance Nov. 2020	JAX171119	\$ 3,615.75

\$ 6,325.75

TOTAL \$6,325.75

Chairperson

# Payment Authorization 84 12/11/2020

Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Nov 2020	V0112020	\$ 4,991.00
2	<b>JEA (paid online)</b> Acct. 0230853498; Svcs 10/27/20-11/25/20 Acct. 8245040569; Svcs 10/27/20-11/25/20		\$ 1,294.03 \$ 1,592.63
3	<b>Rick Arsenault</b> Pool Maintenance Dec 2020	VOW1120	\$ 1,014.84
4	Solitude Lake Management Lake & Pond Management Dec. 2020	PI-A00520647	\$ 1,004.25

\$ 9,896.75

TOTAL \$9,896.75

Secretary/Assistant Secretary

#### **Payment Authorization 85**

12/17/2020

12/17/2020 Item <u>No.</u>	Payee	Invoice #	FY21 General Fund
1	Comcast Business (pald online) Acct. 8495 74 120 2518167; 12/11/20-01/10/21	<del></del> ,	\$ 119.69
2	PFM Group Consulting, LLC Billable Expenses: Dec. 2020 District Management Fee: Dec. 2020	112957 DM-12-2020-0048	<del>\$ 175.00 </del> \$ 2,083.33
3	Tiki Graphics Signs with Stands	9801	\$ 58.50
			\$ 2,436.52
		TOTAL	\$2,436.52
		A	\$ 2,241.52
	Secretary/Assistant Secretary	Chairpers	son

### Payment Authorization 86

12/31/2020

Item No.	Payee	Invoice #	FY21 General Fund
1	Hopping Green & Sams General Counsel thru 10/31/2020	119007	\$ 1,005.50
2	PFM Group Consulting, LLC Postage/FedEX: Nov. 2020	OE-EXP-12-51	\$ 32.82
-			\$ 1,038.32
		TOTAL	\$1,038.32
	Secretary/Assistant Secretary	Chairper	son

1	Advanced Security Specialist & Consulting LLC		
	Security Services: Dec. 2020	V0122020	\$ 4,228.50
2	Almgiving Electric		
	Electrical Repairs - Landscape Floodlights	20315	\$ 1,620.00
3	Amelia Island Services, LLC		
	Pressure Wash Playground, Sidewalks, Walls	1293	\$ 929.00
4	Coastal Maintenance		
	Janitorial Services: Jan, 2021	3839	\$ 510.00
5	Jacksonville Daily Record		
	Legal Advertising on 12/31/2020	20-07770D	\$ 339.50
6	JEA (paid online)		
	Acct. 0230853498; 12060 Braddock Rd; 11/25/20-12/30/20	-	\$ 1,052.49
	Acct. 8245040569; 6714/6794 Sandle Dr; 11/25/20-12/29/20	-	\$ 1,818.08
7	PFM Group Consulting, LLC		
	Dissemination Fee: 10/01/2020-12/31/2020	113170	\$ 1,250.00
-			
8	Rick Arsenault		
	Pool Maintenance: Jan. 2021	VOW1220	\$ 629.88
9	Supervisor Fees - 01/08/2021 Meeting		
-	Alice Sanford	-	\$ 200.00
	Henry Simmons	-	\$ 200.00
10	VGlobalTech		
	Quarterly Website Fee	2254	\$ 300.00

\$ 13,077.45

\$13,077.45

Synam Stewarth Chairperson

#### Payment Authorization 87

1/11/2021

ltem No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Services: Dec. 2020	V0122020	\$ 4,228.50
2	Almgiving Electric Electrical Repairs - Landscape Floodlights	20315	\$ 1,620.00
3	Amelia Island Services, LLC Pressure Wash Playground, Sidewalks, Walls	1293	\$ 929.00
4	<b>Coastal Maintenance</b> Janitorial Services: Jan. 2021	3839	\$ 510.00
5	Jacksonville Daily Record Legal Advertising on 12/31/2020	20-07770D	\$ 339.50
6	<b>JEA (paid online)</b> Acct. 0230853498; 12060 Braddock Rd; 11/25/20-12/30/20 Acct. 8245040569; 6714/6794 Sandle Dr; 11/25/20-12/29/20		\$ 1,052.49 \$ 1,818.08
7	<b>PFM Group Consulting, LLC</b> Dissemination Fee: 10/01/2020-12/31/2020	113170	\$ 1,250.00
8	Rick Arsenault Pool Maintenance: Jan. 2021	VOW1220	\$ 629.88
9	Supervisor Fees - 01/08/2021 Meeting Alice Sanford Henry Simmons	 	\$ 200.00 \$ 200.00
10	VGlobalTech Quarterly Website Fee	2254	\$ 300.00

\$ 13,077.45

TOTAL \$13,077.45

Secretary/Assistant Secretary

#### Payment Authorization 88

1/15/2021

Item No.	Payee	Invoice #		FY21 General Fund
1	Comcast Business (paid online)		\$	119.79
2	Acct. 8495 74 120 2518167; 11/11/21-02/10/21 Hopping Green & Sams General Counsel thru 11/30/2020	119573	\$	25.00
3	Leland Management, Inc. Management Fee: Dec. 2020 Management Fee: Jan. 2021		\$ \$	1,600.00 1,600.00
4	Solitude Lake Management Lake & Pond Management: Jan. 2021	PI-A00536170	\$	1,004.25
5	VGlobalTech Monthly Website Fee: Jan. 2021	2319	\$	100.00

TOTAL

\$4,449.04

Secretary/Assistant Secretary

## Payment Authorization 89

1/27/2021

		TOTAL	\$2,094.80
	Postage/FedEx: Dec. 2020	OE-EXP-01-47	\$ 11.4
	District Management Fee: Jan. 2021	DM-01-2021-0048	\$ 2,083.3
1	PFM Group Consulting, LLC		
No.			Fund
Item	Payee	Invoice #	General
			_

Secretary/Assistant Secretary

#### Payment Authorization 90 2/4/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Services: January 2021	V0012021	
2	Almgiving Electric		\$ 5,391.0
	Electrical Repairs - Entrance Lights	21016	\$ 340.0
3	Coastal Maintenance		Φ 340.0
	Janitorial Services: February 2021	3870	\$ 510.00
4	JEA (paid online)		\$ 010.00
	12060 Braddock Rd/12424 Cadley Cir; 12/29/20-02/01/21 6714/6794 Sandle Dr; 12/28/20-01/28/21	Acct: 0230853498 Acct: 8245040569	\$ 1,367.01 \$ 1,632.33
5	Rick Arsenault		Ψ 1,002.00
	Pool Maintenance: February 2021	VOW121	\$ 688.34

TOTAL

\$ 9,928.68

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Secretary/Assistant Secretary

### **Payment Authorization 91**

2/11/2021

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ltem No.	Payee	Invoice #	FY21 General Fund	
1	PFM Group Consulting, LLC			
	Postage/FedEx: January 2021	OE-EXP-02-50	\$ 38.61	
2	Solitude Lake Management			
	Lake & Pond Management: February 2021	PI-A00549380	\$ 1,004.25	
3	VGlobalTech			
	Monthly Website Fee: February 2021	2398	\$ 100.00	

TOTAL \$ 1,142.86 122/202) ó Chairperson

#### **Payment Authorization 92**

2/18/2021

Item No.	Payee	Payee Invoice #		FY21 General Fund
1	Comcast Business (paid online)			
	6713 SANDLE DR; 02/11/21-03/10/21	Acct: 2518167	\$	119.79
2	Hopping Green & Sams			
	General Counsel thru 12/31/2020	120229	\$	259.37
3	PFM Group Consulting, LLC			
	Billable Expenses: December 2020	112957	\$	175.00
	District Management Fee: February 2021	DM-02-2021-0048	\$	2,083.33

TOTAL \$ 2,637.49

2/26/21 Chairperson

## Payment Authorization 93

3/4/2021

ltem No.	Payee	Invoice #	FY21 General Fund
1	Coastal Maintenance Janitorial Services: March 2021	3901	\$ 510.00
2	VGlobalTech Monthly Website Fee: March 2021	2482	\$ 100.00
		TOTAL	\$ 610.00
	Secretary/Assistant Secretary	Synon G Chairpu	tewent_ erson 3/11/21

# VILLAGES of WESTPORT COMMUNITY DEVELOPMENT DISTRICT

**Review of District Financial Statements** 

#### Villages of Westport CDD

Statement of Financial Position As of 3/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
	Assets				
Current Assets					
General Checking Account - CNB	\$179,182.40				\$179,182.40
State Board of Administration	5,007.31				5,007.31
Assessments Receivable	233,809.68				233,809.68
Assessments Receivable		\$418,201.52			418,201.52
Due From Other Funds		11,008.50			11,008.50
Debt Service Reserve A1 Bond		750,137.25			750,137.25
Revenue A1 Bond		709,907.51			709,907.51
Prepayment A1 Bond		3,037.50			3,037.50
Acquisition/Construction A1 Bond			\$52,196.82		52,196.82
Deferred Cost A1 Bond			208,874.21		208,874.21
Total Current Assets	\$417,999.39	\$1,892,292.28	\$261,071.03	\$0.00	\$2,571,362.70
Investments					
Amount Available in Debt Service Funds				\$1,463,082.26	\$1,463,082.26
Amount To Be Provided				9,391,917.74	9,391,917.74
Total Investments		\$0.00	\$0.00	\$10,855,000.00	\$10,855,000.00
Total Assets	\$417,999.39	\$1,892,292.28	\$261,071.03	\$10,855,000.00	\$13,426,362.70
		ψ1,002,202.20	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<i>\\</i>	\$10,120,002.10
	Liabilities and Net	Assets			
Current Liabilities					
Accounts Payable	\$12,071.90				\$12,071.90
Due To Other Funds	11,008.50				11,008.50
Deferred Revenue	233,809.68				233,809.68
Deferred Revenue		\$418,201.52			418,201.52
Total Current Liabilities	\$256,890.08	\$418,201.52	\$0.00	\$0.00	\$675,091.60

#### Villages of Westport CDD

Statement of Financial Position As of 3/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Long Term Liabilities				-	
Revenue Bonds Payable LongTerm				\$10,855,000.00	\$10,855,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$10,855,000.00	\$10,855,000.00
Total Liabilities	\$256,890.08	\$418,201.52	\$0.00	\$10,855,000.00	\$11,530,091.60
Net Assets					
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	40,279.18				40,279.18
Net Assets, Unrestricted		\$1,069,396.41			1,069,396.41
Current Year Net Assets, Unrestricted		404,694.35			404,694.35
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			9,720.53		9,720.53
Total Net Assets	\$161,109.31	\$1,474,090.76	\$261,071.03	\$0.00	\$1,896,271.10
Total Liabilities and Net Assets	\$417,999.39	\$1,892,292.28	\$261,071.03	\$10,855,000.00	\$13,426,362.70

#### Villages of Westport CDD Statement of Activities (YTD) (Columnar, By SubType Landscape) As of 3/31/2020

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Revenues					
On-Roll Assessments	\$94,110.69				\$94,110.69
Off-Roll Assessments	58,127.72				58,127.72
Other Income & Other Financing Sources	135.00				135.00
On-Roll Assessments		\$549,733.48			549,733.48
Off-Roll Assessments		161,798.68			161,798.68
Inter-Fund Group Transfers In		(7,335.87)			(7,335.87)
Inter-Fund Transfers In			\$7,335.87		7,335.87
Total Revenues	\$152,373.41	\$704,196.29	\$7,335.87	\$0.00	\$863,905.57
Expenses					
Supervisor Fees	\$200.00				\$200.00
Public Official Insurance	2,962.00				2,962.00
Trustee Services	3,717.38				3,717.38
District Management	7,500.00				7,500.00
Field Management	14,400.00				14,400.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	724.50				724.50
Assessment Administration	5,000.00				5,000.00
Audit	500.00				500.00
Postage & Shipping	37.51				37.51
Legal Advertising	163.98				163.98
Web Site Maintenance	600.00				600.00
Dues, Licenses, and Fees	175.00				175.00
Amenity - Electric	8,359.23				8,359.23
Amenity - Telephone	713.34				713.34
Amenity - Irrigation Repairs	2,597.78				2,597.78
Amenity - Pool Maintenance	4,818.65				4,818.65
Amenity - Janitorial	3,665.00				3,665.00
Amenity - Security	20,730.00				20,730.00
General Insurance	3,605.00				3,605.00
Property & Casualty	3,754.00				3,754.00
General Repair & Maintenance	6,608.87				6,608.87
Lake Maintenance	4,875.00				4,875.00
Landscaping Maintenance & Material	13,652.73				13,652.73
Landscape Improvements	1,187.66				1,187.66
Miscellaneous	357.36				357.36
Interest Payments - A1 bond		\$308,827.50			308,827.50
Total Expenses	\$112,154.99	\$308,827.50	\$0.00	\$0.00	\$420,982.49

#### Villages of Westport CDD Budget to Actual For the period through 03/31/20

Revenues         \$ 152,238.41         \$ 163,962.50         \$ (11,724.09)           Other Revenue         135.00         -         135.00           Net Revenues         \$ 152,373.41         \$ 163,962.50         \$ (11,724.09)           General & Administrative Expenses         \$ 152,373.41         \$ 163,962.50         \$ (11,589.09)           Public Official Insurance         \$ 2,962.00         \$ 1,650.00         \$ 1,312.00	<ul> <li>\$ 327,925.00</li> <li>-</li> <li>\$ 327,925.00</li> <li>\$ 3,300.00</li> <li>\$ 800.00</li> <li>3,720.00</li> <li>15,000.00</li> <li>19,200.00</li> <li>3,050.00</li> <li>5,000.00</li> <li>500.00</li> </ul>
Other Revenue         135.00         -         135.00           Net Revenues         \$ 152,373.41         \$ 163,962.50         \$ (11,589.09)           General & Administrative Expenses	- \$ 327,925.00 \$ 3,300.00 800.00 3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
Net Revenues         \$ 152,373.41         \$ 163,962.50         \$ (11,589.09)           General & Administrative Expenses	\$ 3,300.00 800.00 3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
General & Administrative Expenses	\$ 3,300.00 800.00 3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
	800.00 3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
Public Official Insurance \$ 2,962.00 \$ 1.650.00 \$ 1.312.00	800.00 3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
	3,720.00 15,000.00 19,200.00 3,050.00 5,000.00
Supervisor Fees         200.00         400.00         (200.00)	15,000.00 19,200.00 3,050.00 5,000.00
Trustee Services         3,717.38         1,860.00         1,857.38	19,200.00 3,050.00 5,000.00
District Management 7,500.00 -	3,050.00 5,000.00
Field Management         14,400.00         9,600.00         4,800.00	5,000.00
Engineering - 1,525.00 (1,525.00)	,
Dissemination Agent 1,250.00 2,500.00 (1,250.00)	500.00
Reamortization Schedule-250.00(250.00)	500.00
District Counsel 724.50 2,500.00 (1,775.50)	5,000.00
Assessment Administration         5,000.00         2,500.00         2,500.00	5,000.00
Audit 500.00 3,250.00 (2,750.00)	6,500.00
Arbitrage Calculation - 500.00 (500.00)	1,000.00
Postage & Shipping 37.51 125.00 (87.49)	250.00
Legal Advertising 163.98 750.00 (586.02)	1,500.00
Miscellaneous 357.36 500.00 (142.64)	1,000.00
Community Events - 1,000.00 (1,000.00)	2,000.00
Web Site Maintenance         600.00         1,200.00         (600.00)	2,400.00
Dues, Licenses, and Fees         175.00         87.50         87.50	175.00
Amenity - Water/Electric         8,359.23         22,500.00         (14,140.77)	45,000.00
Amenity - Telephone         713.34         750.00         (36.66)	1,500.00
Amenity - Insurance         3,754.00         2,000.00         1,754.00	4,000.00
Amenity - Dues & License         -         200.00         (200.00)	400.00
Amenity - Irrigation Repairs         2,597.78         1,500.00         1,097.78	3,000.00
Amenity - Pool Maintenance         4,818.65         4,800.00         18.65	9,600.00
Amenity - Access Control-850.00(850.00)	1,700.00
Amenity - Janitorial         3,665.00         4,050.00         (385.00)	8,100.00
Amenity - Pest Control-600.00(600.00)	1,200.00
Amenity - R&M Building - 5,000.00 (5,000.00)	10,000.00
Amenity - R&M Grounds - 4,815.00 (4,815.00)	9,630.00
Amenity - Security20,730.0027,000.00(6,270.00)	54,000.00
General Insurance         3,605.00         1,950.00         1,655.00	3,900.00
General Repair & Maintenance         6,608.87         6,850.00         (241.13)	13,700.00
Irrigation - 3,000.00 (3,000.00)	6,000.00
Lake Maintenance         4,875.00         6,000.00         (1,125.00)	12,000.00
Landscaping Maintenance & Material         13,652.73         23,000.00         (9,347.27)	46,000.00
Landscape Improvements         1,187.66         6,500.00         (5,312.34)	13,000.00
Right of Way Mowing         -         3,000.00         (3,000.00)	6,000.00
Contingency-Hurricane Repairs - 1,900.00 (1,900.00)	3,800.00
Total General & Administrative Expenses         \$ 112,154.99         \$ 163,962.50         \$ (51,807.51)	\$ 327,925.00
Total Expenses\$ 112,154.99 \$ 163,962.50 \$ (51,807.51)	\$ 327,925.00
Income (Loss) from Operations \$ 40,218.42 \$ - \$ 40,218.42	\$-
Other Income (Expense)	
Interest Income \$ 60.76 \$ - \$ 60.76	\$-
Total Other Income (Expense)\$60.76\$-\$60.76	\$ -
Net Income (Loss) \$ 40,279.18 \$ - \$ 40,279.18	\$-

# VILLAGES of WESTPORT COMMUNITY DEVELOPMENT DISTRICT

District Counsel- Setting Towing Polices for the Amenity Facility (Under Separate Cover)