

# Villages of Westport Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

407-723-5900- FAX 407-723-5901

[www.villagesofwestportcdd.com](http://www.villagesofwestportcdd.com)

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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
10. Ratification of Payment Authorizations 2019-74 – 2019-76 & 2020-77- 2020-95
11. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel- Setting Towing Policies for the Amenity Facility



- District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

**Adjournment**



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

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 Members Present |  | (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 single 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 off 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 reviewing 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 on that acreage goes away. If the CDD were to operate and maintain such 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.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

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

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

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

By:\_\_\_\_\_

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

**Exhibit A:** FY 2021/2022 Proposed Budget

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

|   | Actual<br>Through<br>2/28/20 | Anticipated<br>Mar. - Sept. | Anticipated FY 2021<br>Total | Adopted FY<br>2021 Budget | Proposed FY<br>2022<br>Budget |
|---|------------------------------|-----------------------------|------------------------------|---------------------------|-------------------------------|
| <b><u>Revenues</u></b>                              |                              |                             |                              |                           |                               |
| Assessments   | \$184,309.16                 | \$103,615.84                | \$287,925.00                 | \$287,925.00              | \$290,425.00                  |
| Carry Forward Surplus                               | 0.00                         | 0.00                        | 0.00                         | 40,000.00                 | 40,000.00                     |
| Interest Income                                     | 20.20                        | 0.00                        | 20.20                        | 0.00                      | 0.00                          |
| <b>Net Revenues</b>                                 | <b>\$184,329.36</b>          | <b>\$103,615.84</b>         | <b>\$287,945.20</b>          | <b>\$327,925.00</b>       | <b>\$330,425.00</b>           |
| <b><u>Expenditures</u></b>                          |                              |                             |                              |                           |                               |
| Public Official Insurance                           | \$3,110.00                   | \$0.00                      | \$3,110.00                   | \$3,258.00                | \$3,258.00                    |
| Trustee Fees  | 3,717.38                     | 0.00                        | 3,717.38                     | 3,720.00                  | 3,720.00                      |
| Supervisor Fees                                     | 600.00                       | 1,800.00                    | 2,400.00                     | 2,400.00                  | 2,400.00                      |
| District Management Fees                            | 10,416.65                    | 14,583.35                   | 25,000.00                    | 25,000.00                 | 27,500.00                     |
| Field Management                                    | 6,400.00                     | 12,800.00                   | 19,200.00                    | 19,200.00                 | 19,200.00                     |
| Engineering Fees                                    | 0.00                         | 0.00                        | 0.00                         | 0.00                      | 0.00                          |
| Dissemination Agent                                 | 1,250.00                     | 3,750.00                    | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Reamortization Schedule                             | 0.00                         | 500.00                      | 500.00                       | 500.00                    | 500.00                        |
| District Counsel                                    | 1,289.87                     | 3,710.13                    | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Assessment Administration                           | 5,000.00                     | 0.00                        | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Audit Fees  | 0.00                         | 6,500.00                    | 6,500.00                     | 6,500.00                  | 6,500.00                      |
| Arbitrage   | 0.00                         | 1,000.00                    | 1,000.00                     | 1,000.00                  | 1,000.00                      |
| Postage   | 86.40                        | 163.60                      | 250.00                       | 250.00                    | 250.00                        |
| Legal Advertising                                   | 546.00                       | 954.00                      | 1,500.00                     | 1,500.00                  | 1,500.00                      |
| Website   | 800.00                       | 1,600.00                    | 2,400.00                     | 2,400.00                  | 2,400.00                      |
| Miscellaneous Charges                               | 0.00                         | 1,000.00                    | 1,000.00                     | 1,000.00                  | 1,000.00                      |
| Community Events                                    | 1,033.50                     | 966.50                      | 2,000.00                     | 2,000.00                  | 2,000.00                      |
| Dues, Licenses & Fees                               | 175.00                       | 0.00                        | 175.00                       | 175.00                    | 175.00                        |
| Amenity - Water/Electric                            | 14,202.17                    | 30,797.83                   | 45,000.00                    | 45,000.00                 | 45,000.00                     |
| Amenity - Telephone                                 | 478.96                       | 1,021.04                    | 1,500.00                     | 1,500.00                  | 1,500.00                      |
| Amenity - Insurance                                 | 4,130.00                     | 0.00                        | 4,130.00                     | 4,129.00                  | 4,129.00                      |
| Amenity - Dues & License                            | 0.00                         | 400.00                      | 400.00                       | 400.00                    | 400.00                        |
| Amenity - Irrigation Repair                         | 0.00                         | 3,000.00                    | 3,000.00                     | 3,000.00                  | 3,000.00                      |
| Amenity - Pool Maintenance                          | 4,824.63                     | 4,775.37                    | 9,600.00                     | 9,600.00                  | 9,600.00                      |
| Amenity - Access Control                            | 0.00                         | 1,700.00                    | 1,700.00                     | 1,700.00                  | 1,700.00                      |
| Amenity - Janitorial                                | 2,550.00                     | 5,550.00                    | 8,100.00                     | 8,100.00                  | 8,100.00                      |
| Amenity - Pest Control                              | 0.00                         | 1,200.00                    | 1,200.00                     | 1,200.00                  | 1,200.00                      |
| Amenity - R&M Building                              | 0.00                         | 10,127.00                   | 10,127.00                    | 10,127.00                 | 10,127.00                     |
| Amenity - R&M Grounds                               | 0.00                         | 5,000.00                    | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Amenity - Security                                  | 19,226.50                    | 50,773.50                   | 70,000.00                    | 70,000.00                 | 70,000.00                     |
| General Insurance                                   | 3,785.00                     | 181.00                      | 3,966.00                     | 3,966.00                  | 3,966.00                      |
| General Repairs & Maintenance                       | 3,518.81                     | 1,481.19                    | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Irrigation Repairs & Maintenance                    | 0.00                         | 2,500.00                    | 2,500.00                     | 2,500.00                  | 2,500.00                      |
| Lake Maintenance                                    | 5,021.25                     | 6,978.75                    | 12,000.00                    | 12,000.00                 | 12,000.00                     |
| Landscape Maintenance                               | 7,231.50                     | 38,768.50                   | 46,000.00                    | 46,000.00                 | 46,000.00                     |
| Landscape Improvements                              | 0.00                         | 5,000.00                    | 5,000.00                     | 5,000.00                  | 5,000.00                      |
| Right of Way, Lake Bank Mowing                      | 0.00                         | 6,000.00                    | 6,000.00                     | 6,000.00                  | 6,000.00                      |
| Contingency-Hurricane Repairs                       | 0.00                         | 3,800.00                    | 3,800.00                     | 3,800.00                  | 3,800.00                      |
| <b>Operating &amp; Maintenance<br/>Expenditures</b> | <b>\$99,393.62</b>           | <b>\$228,381.76</b>         | <b>\$327,775.38</b>          | <b>\$327,925.00</b>       | <b>\$330,425.00</b>           |

|                       |          |
|-----------------------|----------|
| 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"

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

## **Budget Item Description**

### **Revenues:**

#### **On-Roll Assessments**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

#### **Off-Roll Assessments**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as “Off-Roll Assessments.”

#### **Interest Income**

Income from interest earnings.

#### **Carryforward Revenue**

Unused income from a prior year which is available as cash for the current year.

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### **General & Administrative Expenditures:**

#### **Public Officials’ Liability (POL) Insurance**

Supervisors’ and Officers’ liability insurance.

#### **Trustee Fees**

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

#### **Supervisor Fees**

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

#### **District Management Fees**

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

#### **Field Management**

Leland Management Fee.

### **Engineering Fees**

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

### **Dissemination Agent**

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

### **Re-amortization Schedules**

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

### **District Counsel**

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

### **Assessment Administration**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

### **Audit**

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

### **Arbitrage Calculation**

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

### **Postage & Shipping**

Mail, overnight deliveries, correspondence, etc.

### **Legal Advertising**

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

### **Website Maintenance**

Website maintenance fee for the district website.



### **Miscellaneous & Contingency**

Other administrative and grounds expenses incurred throughout the year. Specifically, bank fees, checks, postage and printing.

### **Community Events**

Events hosted by the district for the community.

### **Dues, Licenses & Fees**

The District is required to pay an annual fee to the Department of Economic Opportunity.

### **Amenity-Water/ Electric**

The clubhouse requires electricity and running water to operate effectively.

### **Amenity - Telephone**

Telephone and fax machine services.

### **Amenity - Insurance**

Insurance to protect property and cover casualty.

### **Amenity - Dues, Licenses & Fees**

The District is required to pay an annual fee to operate the amenity center and pool.

### **Amenity Irrigation (Repair)**

Inspection and repair of amenity irrigation system.

### **Amenity - Pool Maintenance**

Swimming pool requires cleaning and maintenance.

### **Amenity Access Control**

Cost to maintain the Gates.

### **Amenity Cleaning**

Janitorial services and supplies for the clubhouse or amenity center.

### **Amenity - Pest Control**

Pest control services.

### **Amenity – R&M Building**

Repair and maintenance of amenity building.

**Amenity – R&M Grounds**

Repair and maintenance of amenity grounds

**Amenity Security**

Onsite security hired by District.

**General Insurance**

General liability insurance.

**General Repairs & Maintenance**

Repair & maintenance of District equipment, plant, or property.

**Irrigation Inspection & Repair**

Inspection and repair of irrigation system.

**Lake Maintenance**

Maintenance of lakes owned by District.

**Landscape Maintenance**

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

**Landscape Improvements**

Improvements in landscape above and beyond what is already contracted for property owned by District.

**Right of Way/Lake Mowing**

Monthly mowing of natural areas.

**Contingency – Hurricane Expenses**

Funds set aside to assist with any cleanup needed from a hurricane or funds needed to pay a hurricane-related insurance deductible.

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Regarding Traffic Calming Petition  
Process

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

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")

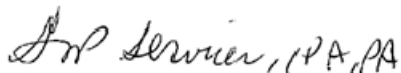
Dear Ms. Walden:

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,



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

|   |                   |
|---|-------------------|
| <b>Current Computation Period</b>                                 |                   |
| Acquisition & Construction Fund                                   | \$ (2,739.59)     |
| Debt Service Reserve Fund   | (36,999.36)       |
| Deferred Cost Fund  | (11,569.65)       |
| Computation Date Credit   | (1,780.00)        |
|   |                   |
| Current Computation Period Total Rebatable Arbitrage Liability    | \$ (53,088.60)    |
| <b>Cumulative Computation Period</b>                              |                   |
| Current Computation Period Total Rebatable Arbitrage Liability    | \$ (53,088.60)    |
| Future Value of Rebatable Arbitrage Liability Reported at 1/31/20 | (4,502,641.22)    |
|   |                   |
| Cumulative Rebatable Arbitrage Liability                          | \$ (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             |
|                                 |                        |
| <b>Total</b>                    | <b>\$ 1,738,428.61</b> |

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Management Services  
Comparison Sheet

### District Management Services Comparison Sheet

| <u>District</u>          | District<br>Management<br>Fee FY 2021 | Total FY 2021<br>Fees | O&M Budget FY<br>2021 | <u>Management Company</u>                     |
|--------------------------|---------------------------------------|-----------------------|-----------------------|---|
| 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 |



**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Review of Field Management Services RFP  
(under separate cover)

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of E-Verification Application for the  
District

Company ID Number: 1631559

## **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.

**Company ID Number:** 1631559

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 continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

**Company ID Number:** 1631559

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

**Company ID Number:** 1631559

(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 [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). 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

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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 [M-795 \(Web\)](#)) 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 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.



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- 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 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



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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

**Company ID Number:** 1631559

- 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

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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

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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.

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## **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,

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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.**

Company ID Number: 1631559

**Approved by:**

|  |                    |
|--|--------------------|
| <b>Employer</b><br>Villages of Westport Community Development District |                    |
| Name (Please Type or Print)<br>Vivian Carvalho                         | Title              |
| Signature<br>Electronically Signed                                     | Date<br>01/20/2021 |
| <b>Department of Homeland Security – Verification Division</b>         |                    |
| Name (Please Type or Print)<br>USCIS Verification Division             | Title              |
| Signature<br>Electronically Signed                                     | Date<br>01/20/2021 |



Company ID Number: 1631559

|   |   |
|---|---|
|   |   |
|   | Villages of Westport Community Development District |
|   | 12051 CORPORATE BLVD<br>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   |



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**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)

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

|               |                   |
|---------------|-------------------|
| Name          | Vivian Carvalho   |
| Phone Number  | (407) 723 - 5900  |
| Fax Number    | (407) 723 - 5901  |
| Email Address | carvalhov@pfm.com |

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**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Review of Pending Items from Previous Board  
Meeting

Coastal Services of N FL inc

6204 regiment drive Jacksonville Florida 32277  
Jacksonville, Florida 32233  
US  
coastalservicesofnfl@yahoo.com

Estimate

|             |                 |            |
|-------------|-----------------|------------|
| ADDRESS     | ESTIMATE        | 0153       |
| Reid Wicker | DATE            | 01/15/2021 |
|             | EXPIRATION DATE | 01/15/2021 |

| SERVICE                         | DESCRIPTION                    | QTY | RATE      | AMOUNT    |
|---------------------------------|--------------------------------|-----|-----------|-----------|
| 6ft aluminum fence installation | 6ft aluminum fence panel fence | 1   | 19,450.00 | 19,450.00 |

|   |       |             |
|---|-------|-------------|
| Medium duty fence panels 6ft<br>Price includes demoing of existing fence<br><br>360 ft of fence | TOTAL | \$19,450.00 |
|---|-------|-------------|

Accepted By

Accepted Date                      01/15/2021

# ADDRESSES OF DISTINCTION

## MAILBOXES + STREET SIGNS. INSTALLED.

p: 904-587-4541

Jacksonville, Florida

[www.aodmailboxes.com](http://www.aodmailboxes.com)

**For:** Villages of Westport

**Opportunity:** Villages of Westport Message Boards

**Quote Name:** Villages of Westport Message Boards v.1

**Contact Name:** Reid Wicker

**Contact Phone:** (904) 263-4067

**Prepared by:** Austin Edwards

**Date Created:** 03/24/2021

**Pricing valid thru:** 04/23/2021

**Contact Email:** [rwicker@lelandmanagement.com](mailto:rwicker@lelandmanagement.com)

### Northeast Florida's Premier Street Sign and Mailbox Company



Making big decisions can be hard. Making big, LONG TERM decisions can be even harder. That is why we want to take some pressure off of you. We have built our entire company, and product line based off of you; our customer. We understand what an HOA needs before, and most importantly, after the sale. You deserve to be taken care of 15 years after your mailbox and street sign system have been installed. You deserve a high quality product that is built to last, and a company that believes reliability is the most important thing we can offer. Neighbors can be great, but often times they move. We don't. We are here for the long haul with you.



### *Prepared especially for you by:*

Austin Edwards

m: 404.683.3442 o: 770.436.6198

e: [Austin@AODMailboxes.com](mailto:Austin@AODMailboxes.com)

**"Villages of Westport: Villages of Westport Message Boards - Villages of Westport Message Boards v.1" Pricing**

| QTY | Description | Price | Total |
|-----|-------------|-------|-------|
|-----|-------------|-------|-------|

|   |  |          |           |
|---|--|----------|-----------|
| 3 | <b>Avenues Message Board Sign System (Optional Header)</b> | 2,342.93 | 7,028.79; |
|---|--|----------|-----------|

- Finial - 3" Ball Standard (2)
- Pole - 3" OD X 8' Smooth (2)
- Backer - 30" X 36" (for Msg Board) (1)
- Message Board - Display Case - Black Vinyl Cork (1)
- Sign - 6" X 26" Msg Board Header - Blank - Black (1)
- Base - 3" ID Fluted (2)
- Accessory - 12" OD X 4" ID Street Sign Concrete Collar (Round) (2)
- Install - Message Board (1)
- Message Board - Letter Board Insert 30"x 36" (1)
- Message Board - Letter Kit (1)

Subtotal: 7,028.79

Sales Tax 465.80

Grand Total 7,494.59

**"Villages of Westport: Villages of Westport Message Boards - Villages of Westport Street Signs Shipped v.1" Pricing**

| QTY | Description | Price | Total |
|-----|-------------|-------|-------|
|-----|-------------|-------|-------|

|   |  |          |           |
|---|--|----------|-----------|
| 3 | <b>Avenues Message Board Sign System (Optional Header)</b> | 2,070.20 | 6,210.60; |
|---|--|----------|-----------|

- Finial - 3" Ball Standard (2)
- Pole - 3" OD X 8' Smooth (2)
- Backer - 30" X 36" (for Msg Board) (1)
- Message Board - Display Case - Black Vinyl Cork (1)
- Sign - 6" X 26" Msg Board Header - Blank - Black (1)
- Base - 3" ID Fluted (2)
- Accessory - 12" OD X 4" ID Street Sign Concrete Collar (Round) (2)
- Message Board - Letter Board Insert 30"x 36" (1)
- Message Board - Letter Kit (1)

Subtotal: 6,210.60

Sales Tax 0.00

Fees 349.00

Grand Total 6,559.60



## Deposit, Terms and Conditions

### *Deposit Requirements*

*An approximate delivery time is 8 - 12 weeks after the (60%) deposit is received by Addresses of Distinction.*

First deposit of (60%) \$*{quote.deposit}* is required at time of contract.

Remaining (40%) balance of \$*{quote.balanceRemaining}* is due five business days after completion of project.

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### *Terms and Conditions*

*1. Acceptance.* Buyer will have the right to inspect the goods upon receipt. There will be no refunds issued after product has been installed for reasons other than defects in workmanship or materials. All products must be returned within ten days to be eligible for a refund. In cases other than defects in workmanship or materials the refund will be subject to a 20% restocking fee. In cases where installation is required there will be approximately 60-100 pounds of concrete used and the mounting depth will be between 18 - 24 inches. In cases where acceptance of product by the buyer does not occur within 30 days of scheduled delivery / installation date the deposit will be forfeited. The HOA / Builder is responsible for verifying that the signage materials used are in accordance with their county and/or city regulations. Signs & Mailboxes will be installed in the same location as the existing signage/mailboxes, UNLESS specified IN ADVANCE by community. Any changes in the location of the sign or mailbox must be put to the attention of the project manager at a minimum of 4 weeks prior to installation. If the project manager is not informed of the location change then the customer will be billed \$ 95.00 for each instance where the re-installation of the product, in the new location, is required. Unless otherwise noted, this proposal calls for, at most, 1 removal and 1 installation. In cases where more than one removal is required and only 1 installation is taking place, the project manager must be made aware a minimum of 4 weeks prior to installation. For any case where the installation ends up being greater than a 1-for-1 (removal/installation), the customer will be billed \$ 95.00 per instance.

*2. Charges.* Payment may be made in the form of check, money order or major credit card. A 3.45 % surcharge will be added to credit card orders. Unless noted otherwise in this contract a deposit of 60% is required at time of contract with remaining balance due on delivery of goods. House numbers / street names / sign content will be provided by the buyer. In the event that the (buyer provided) numbers are incorrect there will be a charge of \$40.00 per incorrect house number. In the event street names / sign content are incorrect there will be a charge of \$ 60.00 per incorrect street blade / sign content. Addresses of Distinction will provide this service (building address list) and take full liability for any number errors for a fee of one dollar per mailbox (minimum of \$ 200.00). Buyer agrees that (1) invoices are net and due 10 days from invoice date, (2) that any invoiced amounts not paid within terms mentioned above shall bear interest at the maximum non-usurious rate permitted by law (currently 18% per annum) from the date due until paid, and (3) to pay any and all costs of collection (including without limitation reasonable attorney's fees) incurred by Addresses of Distinction in collecting any overdue account.

*3. Warranty.* Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials for a period of one year. Seller's liability under the foregoing

warranty is limited to replacement of goods or repair of defects. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.

4. *Taxes.* All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's responsibility except as limited by law.

5. *Right of Homeowner.* In cases where homeowner refuses to grant Addresses of Distinction the right to install mailbox or street sign on a particular property the mailbox or street sign will be left with a representative of the buyer and installation charges will be forfeited.

6. *Landscaping.* All landscaping issues as related to the removal, relocation, and or installation of signs and/or mailboxes are the responsibility of the Buyer. Addresses of Distinction does not take responsibility for any vines, bushes, or other shrubbery that may become damaged during the installation process. In the event that a utility line or other property is damaged Addresses of Distinction reserves the right to use a contractor of their choice for the repair.

7. *Shipping.* If your order is being shipped it is important to inspect the shipment before signing the carrier's receipt of delivery. From time to time shipments do become damaged in transit. If damage is found please do not accept the damaged items. Addresses of Distinction will initiate a claim with the carrier once the return shipment is received. Addresses of Distinction will not accept liability for, compensate, or replace without compensation any product that has been accepted with a clear delivery receipt. If you sign the delivery receipt clear, but later determine that your order has been cosmetically or structurally damaged in shipping, the outcome is between you and the shipping company. These claims are typically denied. Please allow 30 to 60 days for these claims to settle. You must retain all packaging.

8. *Marketing.* Seller has the right to photograph customers current and new street signs/mailboxes and use the customers' community name in marketing materials including printed and digital case studies.

Assembly Images



Avenues Message Board Sign System (Optional Header)

---

**Installation date will not be set until deposit and signed contract have been received by Addresses of Distinction and payment is processed. Orders are processed in the order they are received!**

☐ Payment information    Check ☐ Cash ☐ Credit Card ☐

*\*make checks payable to:  
Addresses of Distinction,  
PO Box 250587, Atlanta, GA 30325*

**Credit Card No:** \_\_\_\_\_

**Amount Paid(\$):** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Check No:** \_\_\_\_\_

**Security Code\*:** \_\_\_\_\_

*\*Last three digits on strip of card OR four digit code on front of AMEX*

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**City, State, Zip Code, County:** \_\_\_\_\_

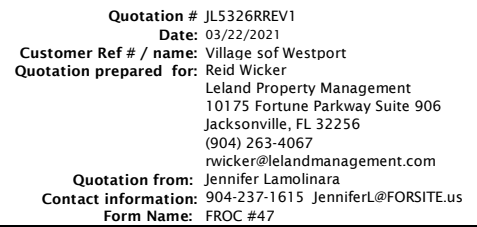
***By signing below I understand and agree to the terms and conditions stated above***

Buyer sign + print

Date

---

Villages of Westport: Villages of Westport Message Boards - Villages of Westport Street Signs Shipped v.1



**Payment Terms**  
-Orders over \$3000; 50% due at time of order, 50% balance due prior to shipment

Fax to: 724-537-9313, email to: [customerservice@forsite.us](mailto:customerservice@forsite.us) or mail to FORSITE, P.O. box 51402, Jacksonville, FL 32240

**Payment Method – (Order will not be placed into production until receipt of payment)**

- ☐ Check or money order-Remit to FORSITE, P.O. Box 51402, Jacksonville, FL 32240
- ☐ Credit card – Please complete credit card release form (attached)

The above quotation has been reviewed, agreed to and accepted by:

Ship To / Install at **Same as above unless noted**

Address

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

Email: \_\_\_\_\_

Bill To **Same as above unless noted**

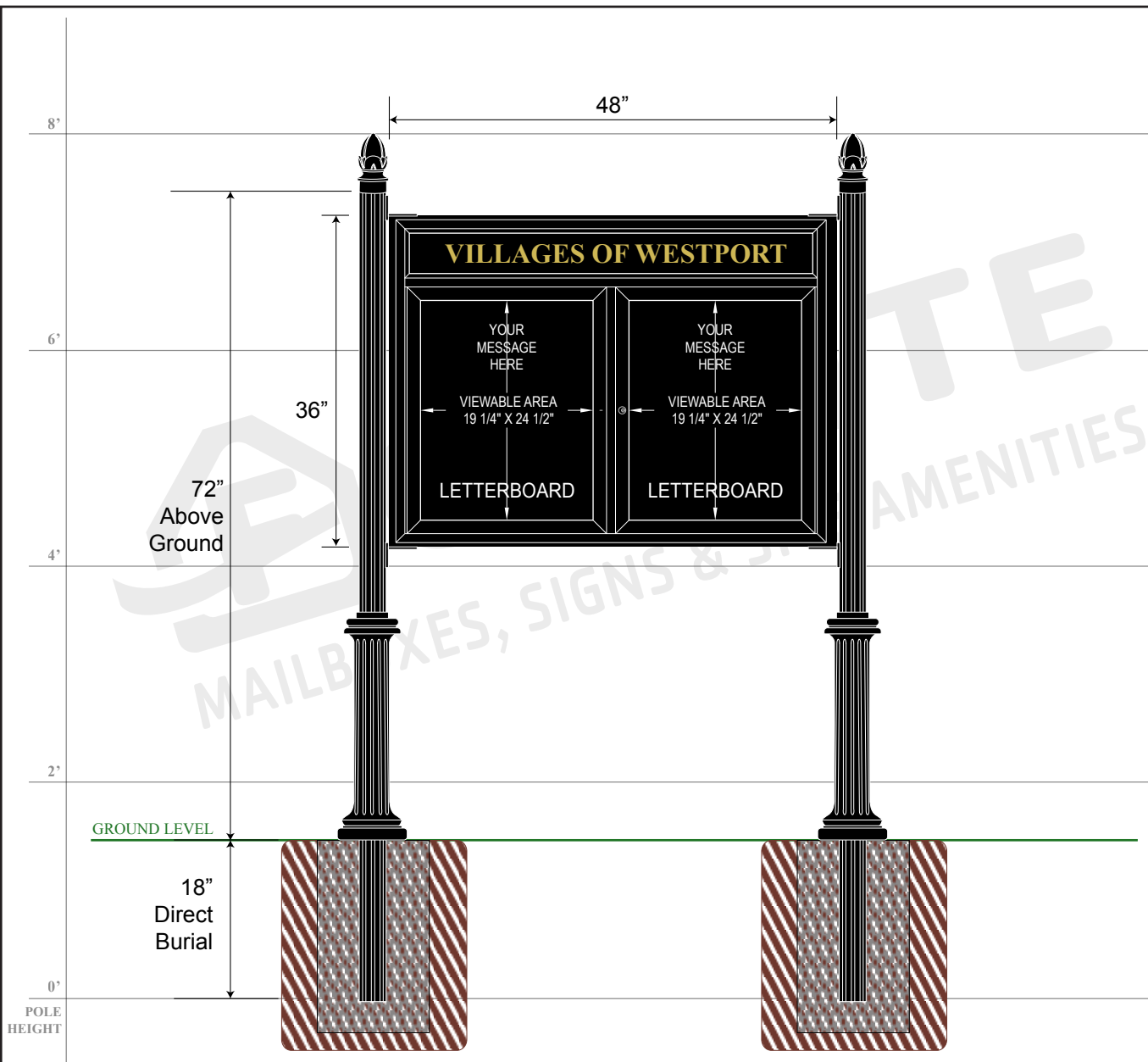
Address

Contact Name \_\_\_\_\_

Email

## DISCLOSURE STATEMENT

\* Prices valid for 30 days. \* Not responsible for typographical errors. This quotation covers only those items listed above. No other uses, specifications, abilities or guarantees are to be implied other than which is stated in writing from Forsite. This document contains confidential and proprietary information that is the property of Forsite. It may not be shared, copied or used in whole or in part with third parties without the expressed written consent of Forsite. Forsite is not responsible for checking local municipal codes. Please verify specifications with your municipality before placing an order. INSTALLATIONS: If any obstacles (sub-surface or otherwise) are encountered that impede the progress of the job more than 15 minutes, the contractor will inform client and request that a change order be executed on a time and material basis.



**TSB4** - Acorn Pole Topper (x2)



**Custom 3" O/D x 90" Fluted Pole (x2)**  
- Reference DWG-30140



**WRB1 (x2)** - Decorative Wraparound Base  
- 26" H x 8" Diameter



**48" W x 36" H x 2" Deep Double Letter Board with Header**  
- UV1176HD  
- Black Aluminum Alloy Construction  
- Outdoor Plus with Drip Edge  
- Single Sided Outdoor Use Weather Resistant Enclosed Forbo Board  
- Black felt interior  
- 3/4" Helvetica letter and number set included  
- Two Lockable Hinged Doors  
- 1/8" Thick Plexi Glass Windows  
- Weather Stripping on the Doors  
- Header artwork to be sent to United Visual for printing and application (GOLD PRINT)

**Custom Hood for 48" x 36" Message Board**  
- Reference DWG-24528

**Custom Hardware for Message Board**  
- Reference DWG-30141

**Finish**  
- The fixture will be finished with a premium quality thermoset polyester powdercoat for a durable finish.

|     |                                      |             |            |          |
|-----|--------------------------------------|-------------|------------|----------|
| 4   |                                      |             |            |          |
| 3   |                                      |             |            |          |
| 2   |                                      |             |            |          |
| 1   | Released for quotation or production | JL          | MT         | 03/24/21 |
| REV | DESCRIPTION OF CHANGE                | DIRECTED BY | CHANGED BY | DATE     |



**Phone: 1-855-537-0200**  
**www.forsite.us**  
**customerservice@forsite.us**  
P.O. Box 51402  
Jacksonville, FL 32240

**DRAWING NUMBER: 26332-1M**

**CUSTOMER:** Villages of Westport

**PROJECT:** N/A

**DRAWING DATE:** 03/24/2021

**DRAWING DESCRIPTION:**

48" W x 36" H Double Letter Board w/ Header Assembly

Forsite is not responsible for checking local municipal codes. Please verify specifications with your municipality before placing an order.

This document contains confidential and proprietary information that is the property of Forsite. It may not be shared, copied or used in whole or in part with third parties without the expressed written consent of Forsite.

**FABRICATION TO BEGIN AFTER DRAWING HAS BEEN APPROVED, SIGNED AND FAXED OR EMAILED TO FORSITE.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Proposal #92671

Date: 10/22/2020

From: Michael Hunter

Proposal For

Villages of Westport CDD

c/o ICI Homes  
Tidewater POA  
14785 Old St. Augustine Rd. #3  
Jacksonville, FL 32258

main: 904-652-2558  
mobile:  
mveazey@icihomes.com

Location

12282 Dewhurst Cir,  
Jacksonville, FL 32218

Property Name: Villages of Westport CDD

Amenity Center Front Beds Enhancement

Terms: Net 30

| DESCRIPTION   | QUANTITY | UNIT PRICE | AMOUNT     |
|---|----------|------------|------------|
| Podocarpus  | 46.00    | \$13.82    | \$635.53   |
| Arboricola  | 49.00    | \$15.26    | \$747.90   |
| Dwarf Oleander  | 50.00    | \$15.13    | \$756.59   |
| Liriope super blue  | 103.00   | \$5.13     | \$528.39   |
| Flax Lily   | 60.00    | \$6.58     | \$394.74   |
| General Labor   | 49.00    | \$57.00    | \$2,793.00 |
| Debris Disposal   | 1.00     | \$107.90   | \$107.90   |
| Irrigation Parts<br>16 risers, 24 12" pop u spray, 40 nozzles, pvc, fittings, parts, materials. | 1.00     | \$996.00   | \$996.00   |
| Irrigation Labor  | 40.00    | \$65.00    | \$2,600.00 |

Client Notes

Remove top layer of mulch and save on site for reinstall. remove lower layer of mulch and dispose of off site.  
Remove drip line irrigation. Add plants per map provided and install all irrigation in the area of new plants to spray zones.

Signature

x

|          |            |
|----------|------------|
| SUBTOTAL | \$9,560.05 |
|----------|------------|

|           |        |
|-----------|--------|
| SALES TAX | \$0.00 |
|-----------|--------|

|       |            |
|-------|------------|
| TOTAL | \$9,560.05 |
|-------|------------|

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.  
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Assigned To

Print Name: \_\_\_\_\_

Michael Hunter

Title: \_\_\_\_\_

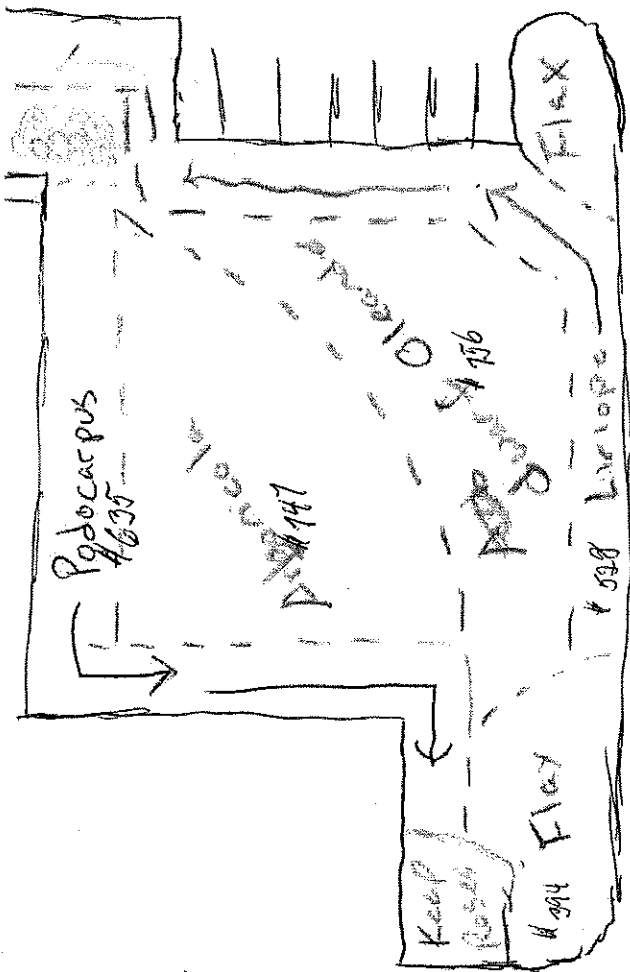
Office:

mhunter@yellowstonelandscape.com

Date: \_\_\_\_\_



Bildung



Lab 2793

Coastal Services of N FL inc

6204 regiment drive Jacksonville Florida 32277  
Jacksonville, Florida 32233  
US  
coastalservicesofnfl@yahoo.com

Estimate

|             |                 |            |
|-------------|-----------------|------------|
| ADDRESS     | ESTIMATE        | 0243       |
| Reid Wicker | DATE            | 04/06/2021 |
|             | EXPIRATION DATE | 04/06/2021 |

| SERVICE           | DESCRIPTION         | QTY | RATE   | AMOUNT |
|-------------------|---------------------|-----|--------|--------|
| Pool chair repair | Labor and materials | 1   | 300.00 | 300.00 |

|                                    |       |          |
|------------------------------------|-------|----------|
| Price includes labor and materials | TOTAL | \$300.00 |
|------------------------------------|-------|----------|

Accepted By

Accepted Date 04/06/2021

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

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

## VILLAGES OF WESTPORT CDD

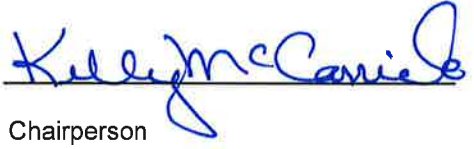
### Payment Authorization 2020-74

9/24/2020

| Item<br>No. | Payee  | Invoice # | FY20<br>General<br>Fund |
|-------------|--|-----------|-------------------------|
| 1           | <b>Advanced Security Specialist &amp; Consulting LLC</b><br>Remove dead palm trees | C0092020  | \$ 850.00               |

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>\$ 850.00</b> |
|--------------|------------------|

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

  
\_\_\_\_\_  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 2020-75

10/1/2020

| Item No.     | Payee                            | Invoice # | FY20 General Fund  | FY21 General Fund |
|--------------|----------------------------------|-----------|--------------------|-------------------|
| <b>1</b>     | <b>Coastal Maintenance</b>       |           |                    |                   |
|              | Janitorial Services Aug 2020     | 3557      | \$ 765.00          |                   |
|              | Janitorial Services Sep 2020     | 3625      | \$ 765.00          |                   |
|              | Janitorial Services Oct 2020     | 3677      |                    | \$ 510.00         |
| <b>2</b>     | <b>VGlobalTech</b>               |           |                    |                   |
|              | Quarterly Website Fee            | 1964      | \$ 300.00          |                   |
| <b>3</b>     | <b>Yellowstone Landscape</b>     |           |                    |                   |
|              | Landscape Maintenance Sept. 2020 | JAX152972 | \$ 3,615.75        |                   |
|              |                                  |           | \$ 5,445.75        | \$ 510.00         |
| <b>TOTAL</b> |                                  |           | <b>\$ 5,955.75</b> |                   |

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

  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 2020-76

10/9/2020

| Item No.     | Payee  | Invoice #    | FY20 General Fund          | FY21 General Fund |
|--------------|--|--------------|----------------------------|-------------------|
| 1            | <b>Advanced Security Specialist &amp; Consulting LLC</b><br>Security Sep 2020                                    | V0092020     | \$ 5,941.00                |                   |
| 2            | <b>Jacksonville Daily Record</b><br>Legal Advertising 10/02/2020   | 20-05776D    |                            | \$ 69.50          |
| 3            | <b>JEA (paid online)</b><br>Acct. 0230853498; Svcs 08/27/20-09/28/20<br>Acct. 8245040569; Svcs 08/26/20-09/27/20 | --<br>--     | \$ 1,760.41<br>\$ 1,569.06 |                   |
| 4            | <b>PFM Group Consulting, LLC</b><br>Postage Sep 2020   | OE-EXP-01158 | \$ 5.50                    |                   |
| 5            | <b>Rick Arsenault</b><br>Pool Maintenance Oct 2020   | VOW920       |                            | \$ 1,191.08       |
| 6            | <b>VGlobalTech</b><br>Monthly Website Fee  | 2041         |                            | \$ 100.00         |
|              |  |              | \$ 9,275.97                | \$ 1,360.58       |
| <b>TOTAL</b> |  |              | <b>\$ 10,636.55</b>        |                   |

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

  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 2020-77

10/16/2020

| Item No.     | Payee  | Invoice #       | FY20 General Fund  | FY21 General Fund |
|--------------|--|-----------------|--------------------|-------------------|
| 1            | <b>Comcast Business</b> (paid online)<br>Acct. 8495 74 120 2518167; 10/11/20-11/10/20    | --              |                    | \$ 119.69         |
| 2            | <b>Hopping Green &amp; Sams</b><br>General Counsel thru 08/31/2020                       | 117765          | \$ 470.64          |                   |
| 3            | <b>Leland Management, Inc.</b><br>Management Fee: Sep. 2020<br>Management Fee: Oct. 2020 | --              | \$ 1,600.00        | \$ 1,600.00       |
| 4            | <b>PFM Group Consulting, LLC</b><br>District Management Fee: Oct 2020                    | DM-10-2020-0039 |                    | \$ 2,083.33       |
| 5            | <b>Solitude Lake Management</b><br>Lake & Pond Management Oct. 2020                      | PI-A00489586    |                    | \$ 1,004.25       |
|              |  |                 | \$ 2,070.64        | \$ 4,807.27       |
| <b>TOTAL</b> |  |                 | <b>\$ 6,877.91</b> |                   |

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

  
\_\_\_\_\_  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 2020-78

10/23/2020

| Item<br>No. | Payee  | Invoice # | FY20<br>General<br>Fund | FY21<br>General<br>Fund |
|-------------|--|-----------|-------------------------|-------------------------|
| 1           | Leland Management, Inc.<br>Management Fee: Aug. 2020 | --        | \$ 1,600.00             |                         |

yes

\$ 1,600.00 \$ -

**TOTAL**

**\$ 1,600.00**

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

  
Chairperson



## VILLAGES OF WESTPORT CDD

### Payment Authorization 2020-79

10/29/2020

| Item No.     | Payee  | Invoice # | FY20 General Fund | FY21 General Fund |
|--------------|--|-----------|-------------------|-------------------|
| 1            | <b>Amelia Island Services, LLC</b><br>Pressure Wash side walks | 1297      |                   | \$ 600.00         |
| 2            | <b>Supervisor Fees - 10/23/2020 Meeting</b><br>Henry Simmons   | --        |                   | \$ 200.00         |
|              |  |           | \$ -              | \$ 800.00         |
| <b>TOTAL</b> |  |           | <b>\$ 800.00</b>  |                   |

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

  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 2020-80

11/5/2020

| Item No.     | Payee  | Invoice #              | FY20 General Fund   | FY21 General Fund          |
|--------------|--|------------------------|---------------------|----------------------------|
| 1            | <b>Advanced Security Specialist &amp; Consulting LLC</b><br>Security Oct 2020                                    | V0102020               |                     | \$ 4,616.00                |
| 2            | <b>Coastal Maintenance</b><br>Janitorial Services Nov 2020   | 3737                   |                     | \$ 510.00                  |
| 3            | <b>Florida Department. of Economic Opportunity</b><br>Special District Fee FY21                                  | 83026                  |                     | \$ 175.00                  |
| 4            | <b>Jacksonville Daily Record</b><br>Legal Advertising  | 20-06176D              |                     | \$ 137.00                  |
| 5            | <b>JEA (paid online)</b><br>Acct. 0230853498; Svcs 09/28/20-10/27/20<br>Acct. 8245040569; Svcs 09/28/20-10/27/20 | --<br>--               |                     | \$ 1,418.22<br>\$ 1,485.96 |
| 6            | <b>Rick Arsenault</b><br>Pool Maintenance Nov 2020   | VOW1020                |                     | \$ 800.46                  |
| 7            | <b>Yellowstone Landscape</b><br>Irrigation Repairs<br>Landscape Maintenance Oct. 2020                            | JAX149827<br>JAX161974 | \$ 2,108.17         | \$ 3,615.75                |
|              |  |                        | \$ 2,108.17         | \$ 12,758.39               |
| <b>TOTAL</b> |  |                        | <b>\$ 14,866.56</b> |                            |

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

\_\_\_\_\_  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 81

11/13/2020

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

\$ 750.00 \$ 7,103.46

**TOTAL \$ 7,853.46**

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

  
\_\_\_\_\_  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 82

11/23/2020

| Item No.     | Payee  | Invoice #    | FY20 General Fund | FY21 General Fund |
|--------------|--|--------------|-------------------|-------------------|
| 1            | <b>Almgiving Electric</b><br>Electrical Repairs - Photocells       | 20272        |                   | \$ 581.42         |
| 2            | <b>Donald E. Jones, Jr. (Paid)</b><br>DJ Services                  | 23           |                   | \$ 325.00         |
| 3            | <b>Glenda's Balloons (Paid)</b><br>Balloon Entertainment           | 1            |                   | \$ 350.00         |
| 4            | <b>Hopping Green &amp; Sams</b><br>General Counsel thru 09/30/2020 | 118428       | \$ 378.00         |                   |
| 5            | <b>PFM Group Consulting, LLC</b><br>Postage Oct. 2020              | OE-EXP-11-48 |                   | \$ 3.50           |
| 6            | <b>Tiki Graphics (Paid)</b><br>Fair Sign/Banner                    | 895          |                   | \$ 125.00         |
| 7            | <b>VGlobalTech</b><br>Monthly Website Fee: Nov.                    | 2117         |                   | \$ 100.00         |
|              |  |              | \$ 378.00         | \$ 1,484.92       |
| <b>TOTAL</b> |  |              | <b>\$1,862.92</b> |                   |

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

  
\_\_\_\_\_  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 83

12/4/2020

| Item No.     | Payee   | Invoice # | FY21 General Fund |
|--------------|---|-----------|-------------------|
| 1            | <b>Coastal Maintenance</b><br>Janitorial Services Dec 2020      | 3807      | \$ 510.00         |
| 2            | <b>Leland Management, Inc.</b><br>Management Fee: Nov. 2020     | --        | \$ 1,600.00       |
| 3            | <b>Rick Arsenault</b><br>Pool Repairs                           | VOWVGB920 | \$ 500.00         |
| 4            | <b>VGlobalTech</b><br>Monthly Website Fee: Dec.                 | 2195      | \$ 100.00         |
| 5            | <b>Yellowstone Landscape</b><br>Landscape Maintenance Nov. 2020 | JAX171119 | \$ 3,615.75       |
|              |   |           | \$ 6,325.75       |
| <b>TOTAL</b> |   |           | <b>\$6,325.75</b> |

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

  
\_\_\_\_\_  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 84

12/11/2020

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

\$ 9,896.75

**TOTAL**

**\$9,896.75**

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

  
\_\_\_\_\_  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 85

12/17/2020

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

\$ 2,436.52

**TOTAL**

**\$2,436.52**

*\$ 2,261.52*

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

  
\_\_\_\_\_  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 86

12/31/2020

| Item No.     | Payee  | Invoice #    | FY21 General Fund |
|--------------|--|--------------|-------------------|
| 1            | <b>Hopping Green &amp; Sams</b><br>General Counsel thru 10/31/2020 | 119007       | \$ 1,005.50       |
| 2            | <b>PFM Group Consulting, LLC</b><br>Postage/FedEX: Nov. 2020       | OE-EXP-12-51 | \$ 32.82          |
|              |  |              | \$ 1,038.32       |
| <b>TOTAL</b> |  |              | <b>\$1,038.32</b> |

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

  
\_\_\_\_\_  
Chairperson



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

\$ 13,077.45

**TOTAL \$13,077.45**

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

*Sydney Stewart*  
\_\_\_\_\_  
Chairperson

# VILLAGES OF WESTPORT CDD

## Payment Authorization 87

1/11/2021

| Item No.     | Payee  | Invoice # | FY21 General Fund  |
|--------------|--|-----------|--------------------|
| 1            | <b>Advanced Security Specialist &amp; Consulting LLC</b><br>Security Services: Dec. 2020 | V0122020  | \$ 4,228.50        |
| 2            | <b>Almgiving Electric</b><br>Electrical Repairs - Landscape Floodlights                  | 20315     | \$ 1,620.00        |
| 3            | <b>Amelia Island Services, LLC</b><br>Pressure Wash Playground, Sidewalks, Walls         | 1293      | \$ 929.00          |
| 4            | <b>Coastal Maintenance</b><br>Janitorial Services: Jan. 2021                             | 3839      | \$ 510.00          |
| 5            | <b>Jacksonville Daily Record</b><br>Legal Advertising on 12/31/2020                      | 20-07770D | \$ 339.50          |
| 6            | <b>JEA (paid online)</b><br>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            | <b>PFM Group Consulting, LLC</b><br>Dissemination Fee: 10/01/2020-12/31/2020             | 113170    | \$ 1,250.00        |
| 8            | <b>Rick Arsenault</b><br>Pool Maintenance: Jan. 2021                                     | VOW1220   | \$ 629.88          |
| 9            | <b>Supervisor Fees - 01/08/2021 Meeting</b><br>Alice Sanford                             | --        | \$ 200.00          |
|              | Henry Simmons  | --        | \$ 200.00          |
| 10           | <b>VGlobalTech</b><br>Quarterly Website Fee  | 2254      | \$ 300.00          |
|              |  |           | \$ 13,077.45       |
| <b>TOTAL</b> |  |           | <b>\$13,077.45</b> |

Secretary/Assistant Secretary

Chairperson

1/15/2021

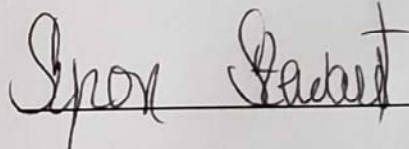
| Item No. | Payee  | Invoice #    | FY21 General Fund          |
|----------|--|--------------|----------------------------|
| 1        | <b>Comcast Business (paid online)</b><br>Acct. 8495 74 120 2518167; 11/11/21-02/10/21    | --           | \$ 119.79                  |
| 2        | <b>Hopping Green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

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**TOTAL****\$4,449.04**

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Secretary/Assistant Secretary  
Chairperson

## VILLAGES OF WESTPORT CDD

### Payment Authorization 89

1/27/2021

| Item<br>No.  | Payee                              | Invoice #       | FY21<br>General<br>Fund |
|--------------|------------------------------------|-----------------|-------------------------|
| <b>1</b>     | <b>PFM Group Consulting, LLC</b>   |                 |                         |
|              | District Management Fee: Jan. 2021 | DM-01-2021-0048 | \$ 2,083.33             |
|              | Postage/FedEx: Dec. 2020           | OE-EXP-01-47    | \$ 11.47                |
| <b>TOTAL</b> |                                    |                 | <b>\$2,094.80</b>       |

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Secretary/Assistant Secretary

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Chairperson



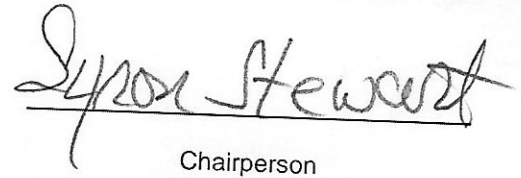
# VILLAGES OF WESTPORT CDD

## Payment Authorization 90

2/4/2021

| Item No.     | Payee   | Invoice #                            | FY21 General Fund          |
|--------------|---|--------------------------------------|----------------------------|
| 1            | <b>Advanced Security Specialist &amp; Consulting LLC</b><br>Security Services: January 2021                                 | V0012021                             | \$ 5,391.00                |
| 2            | <b>Almgiving Electric</b><br>Electrical Repairs - Entrance Lights   | 21016                                | \$ 340.00                  |
| 3            | <b>Coastal Maintenance</b><br>Janitorial Services: February 2021  | 3870                                 | \$ 510.00                  |
| 4            | <b>JEA (paid online)</b><br>12060 Braddock Rd/12424 Cadley Cir; 12/29/20-02/01/21<br>6714/6794 Sandle Dr; 12/28/20-01/28/21 | Acct: 0230853498<br>Acct: 8245040569 | \$ 1,367.01<br>\$ 1,632.33 |
| 5            | <b>Rick Arsenault</b><br>Pool Maintenance: February 2021  | VOW121                               | \$ 688.34                  |
| <b>TOTAL</b> |   |                                      | <b>\$ 9,928.68</b>         |

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

  
Chairperson

# VILLAGES OF WESTPORT CDD

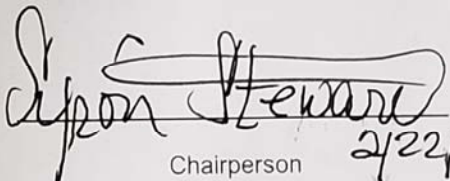
## Payment Authorization 91

2/11/2021

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

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 1,142.86</b> |
|--------------|--------------------|

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

  
Chairperson 2/22/2021

# VILLAGES OF WESTPORT CDD

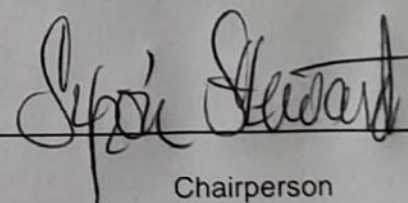
## Payment Authorization 92

2/18/2021

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

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 2,637.49</b> |
|--------------|--------------------|

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

2/26/21   
Chairperson



Payment Authorization 93  
3/4/2021

| Item No.     | Payee   | Invoice # | FY21 General Fund |
|--------------|---|-----------|-------------------|
| 1            | <b>Coastal Maintenance</b><br>Janitorial Services: March 2021 | 3901      | \$ 510.00         |
| 2            | <b>VGlobalTech</b><br>Monthly Website Fee: March 2021         | 2482      | \$ 100.00         |
| <b>TOTAL</b> |   |           | <b>\$ 610.00</b>  |

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

Sydon Stewart  
Chairperson 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                         |
|--|----------------------------|------------------------------|----------------------------|-------------------------------|-------------------------------|
| <b><u>Assets</u></b>                     |                            |                              |                            |                               |                               |
| <b><u>Current Assets</u></b>             |                            |                              |                            |                               |                               |
| 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                     | <u>\$417,999.39</u>        | <u>\$1,892,292.28</u>        | <u>\$261,071.03</u>        | <u>\$0.00</u>                 | <u>\$2,571,362.70</u>         |
| <b><u>Investments</u></b>                |                            |                              |                            |                               |                               |
| 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                        |                            | <u>\$0.00</u>                | <u>\$0.00</u>              | <u>\$10,855,000.00</u>        | <u>\$10,855,000.00</u>        |
| <b>Total Assets</b>                      | <u><u>\$417,999.39</u></u> | <u><u>\$1,892,292.28</u></u> | <u><u>\$261,071.03</u></u> | <u><u>\$10,855,000.00</u></u> | <u><u>\$13,426,362.70</u></u> |
| <b><u>Liabilities and Net Assets</u></b> |                            |                              |                            |                               |                               |
| <b><u>Current Liabilities</u></b>        |                            |                              |                            |                               |                               |
| 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                | <u>\$256,890.08</u>        | <u>\$418,201.52</u>          | <u>\$0.00</u>              | <u>\$0.00</u>                 | <u>\$675,091.60</u>           |

**Villages of Westport CDD**  
Statement of Financial Position  
As of 3/31/2020

|  | General Fund        | Debt Service<br>Fund  | Construction<br>Fund | Long Term<br>Debt Group | Total                  |
|--|---------------------|-----------------------|----------------------|-------------------------|------------------------|
| <b><u>Long Term Liabilities</u></b>          |                     |                       |                      |                         |                        |
| 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        |
| <b>Total Liabilities</b>                     | <u>\$256,890.08</u> | <u>\$418,201.52</u>   | <u>\$0.00</u>        | <u>\$10,855,000.00</u>  | <u>\$11,530,091.60</u> |
| <b><u>Net Assets</u></b>                     |                     |                       |                      |                         |                        |
| 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               |
| <b>Total Net Assets</b>                      | <u>\$161,109.31</u> | <u>\$1,474,090.76</u> | <u>\$261,071.03</u>  | <u>\$0.00</u>           | <u>\$1,896,271.10</u>  |
| <b>Total Liabilities and Net Assets</b>      | <u>\$417,999.39</u> | <u>\$1,892,292.28</u> | <u>\$261,071.03</u>  | <u>\$10,855,000.00</u>  | <u>\$13,426,362.70</u> |

**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               |
|--|---------------------|---------------------|-------------------|----------------------|---------------------|
| <b><u>Revenues</u></b>                 |                     |                     |                   |                      |                     |
| 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                         | <u>\$152,373.41</u> | <u>\$704,196.29</u> | <u>\$7,335.87</u> | <u>\$0.00</u>        | <u>\$863,905.57</u> |
| <b><u>Expenses</u></b>                 |                     |                     |                   |                      |                     |
| 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                         | <u>\$112,154.99</u> | <u>\$308,827.50</u> | <u>\$0.00</u>     | <u>\$0.00</u>        | <u>\$420,982.49</u> |

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

|   | Actual               | Year To Date<br>Budget | Variance              | Adopted FY<br>2020 Budget |
|---|----------------------|------------------------|-----------------------|---------------------------|
| <b><u>Revenues</u></b>                              |                      |                        |                       |                           |
| Assessments   | \$ 152,238.41        | \$ 163,962.50          | \$ (11,724.09)        | \$ 327,925.00             |
| Other Revenue                                       | 135.00               | -                      | 135.00                | -                         |
| <b>Net Revenues</b>                                 | <b>\$ 152,373.41</b> | <b>\$ 163,962.50</b>   | <b>\$ (11,589.09)</b> | <b>\$ 327,925.00</b>      |
| <b><u>General &amp; Administrative Expenses</u></b> |                      |                        |                       |                           |
| Public Official Insurance                           | \$ 2,962.00          | \$ 1,650.00            | \$ 1,312.00           | \$ 3,300.00               |
| Supervisor Fees                                     | 200.00               | 400.00                 | (200.00)              | 800.00                    |
| Trustee Services                                    | 3,717.38             | 1,860.00               | 1,857.38              | 3,720.00                  |
| District Management                                 | 7,500.00             | 7,500.00               | -                     | 15,000.00                 |
| Field Management                                    | 14,400.00            | 9,600.00               | 4,800.00              | 19,200.00                 |
| Engineering   | -                    | 1,525.00               | (1,525.00)            | 3,050.00                  |
| Dissemination Agent                                 | 1,250.00             | 2,500.00               | (1,250.00)            | 5,000.00                  |
| 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 - Security                                  | 20,730.00            | 27,000.00              | (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                  |
| <b>Total General &amp; Administrative Expenses</b>  | <b>\$ 112,154.99</b> | <b>\$ 163,962.50</b>   | <b>\$ (51,807.51)</b> | <b>\$ 327,925.00</b>      |
| <b>Total Expenses</b>                               | <b>\$ 112,154.99</b> | <b>\$ 163,962.50</b>   | <b>\$ (51,807.51)</b> | <b>\$ 327,925.00</b>      |
| <b>Income (Loss) from Operations</b>                | <b>\$ 40,218.42</b>  | <b>\$ -</b>            | <b>\$ 40,218.42</b>   | <b>\$ -</b>               |
| <b><u>Other Income (Expense)</u></b>                |                      |                        |                       |                           |
| Interest Income                                     | \$ 60.76             | \$ -                   | \$ 60.76              | \$ -                      |
| <b>Total Other Income (Expense)</b>                 | <b>\$ 60.76</b>      | <b>\$ -</b>            | <b>\$ 60.76</b>       | <b>\$ -</b>               |
| <b>Net Income (Loss)</b>                            | <b>\$ 40,279.18</b>  | <b>\$ -</b>            | <b>\$ 40,279.18</b>   | <b>\$ -</b>               |

**VILLAGES of WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

District Counsel- Setting Towing Policies for the  
Amenity Facility

**TO:** Board of Supervisors

**FROM:** District Counsel

**DATE:** April 12, 2021

**RE:** Villages of Westport Community Development District (“District”) – Towing

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Chapter 190, Florida Statutes authorizes community development districts to contract with a towing operator to remove vehicles or vessels from district-owned facilities and property. In light of this provision, the District’s Board of Supervisors may be interested in implementing a towing policy to remove vehicles from certain areas of District-owned property.

Should the District desire to implement a towing policy, the first step it will need to take is to establish the policy’s details. The policy will need to provide the towing standards to be enforced and the areas covered by such standards. Attached to this memo as Exhibit A is a form of resolution and policy that can be used to implement a towing policy. The policy attached to the resolution is fairly typical for a district seeking to limit overnight parking in a designated area, such as a parking lot at an amenity facility. Once established, the District will need to enforce the towing policy consistently to ensure that anyone subject to the policy is treated uniformly.

The next step would be to go through the rule making process to adopt the towing policy as a rule. This requires the District to publish two separate notices and to conduct a public hearing to allow public comment on the towing policy. Once the towing policy is adopted, and after the rule’s effective date, the District can contract with a towing company to enforce the policy.

In connection with the enforcement of the policy, the District must follow the authorization, notice and procedural requirements of section 715.07, Florida Statutes, as though the District was an owner or lessee of private property. The District will have to establish tow-away zones, as explained further below, and will then be able to contract with a towing company approved by the County.

Below is a summary of the notice and procedural requirements for the District to follow to establish the tow-away zones.

Section 715.07(2)(a), Florida Statutes, provides, “The towing or removal of any vehicle or vessel from private property without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to strict compliance with the following conditions and restrictions:

1. a. Any towed or removed vehicle or vessel must be stored at a site within a 15-mile radius of the point of removal in any county of less than 500,000 population. That site must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from

8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within 1 hour or she or he will be in violation of this section.

.....

5. Except for property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, prior to towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:
  - a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 5 feet from the public right-of-way line. If there are no curbs or access barriers, the signs must be posted not less than one sign for each 25 feet of lot frontage.
  - b. The notice must clearly indicate, in not less than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than 4-inch high letters.
  - c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.
  - d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not less than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not less than 24 hours prior to the towing or removal of any vehicles or vessels.
  - e. The local government may require permitting and inspection of these signs prior to any towing or removal of vehicles or vessels being authorized.
  - f. A business with 20 or fewer parking spaces satisfies the notice requirements of this subparagraph by prominently displaying a sign stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not less than 4-inch high, light-reflective letters on a contrasting background.
  - g. A property owner towing or removing vessels from real property must post notice, consistent with the requirements in sub-subparagraphs a.-f., which apply to vehicles, that unauthorized vehicles or vessels will be towed away at the owner's expense.



## Hopping Green & Sams

Attorneys and Counselors

A business owner or lessee may authorize the removal of a vehicle or vessel by a towing company when the vehicle or vessel is parked in such a manner that restricts the normal operation of business; and if a vehicle or vessel parked on a public right-of-way obstructs access to a private driveway the owner, lessee, or agent may have the vehicle or vessel removed by a towing company upon signing an order that the vehicle or vessel be removed without a posted tow-away zone sign.

Section 715.07(2)(a)(1),(5), Florida Statutes.

RESOLUTION 2021-\_\_\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.041, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The Board intends to adopt the *Rule Relating to Parking* (“Policy”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on \_\_\_\_\_, 2021 at \_\_\_\_\_.m. at \_\_\_\_\_.

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

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF APRIL, 2021.**

ATTEST:

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A:** Rule Relating to Parking

**EXHIBIT A**

**VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

***POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT***

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On \_\_\_\_\_, 2021, at a duly noticed public meeting, the Board of Supervisors of the Villages of Westport Community Development District (“District”) adopted the following policies to govern overnight parking and parking enforcement.

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**SECTION 1. INTRODUCTION.** The District finds that Vehicles and Vessels (hereinafter defined) Parked (hereinafter defined) in the District’s designated parking lots on an overnight basis, and/or Parking of any Vehicles and Vessels on other grounds of the District, causes hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide a means by which the District may tow any such Parked Vehicles and Vessels, subject to certain exceptions. This Policy addresses the District’s designated Parking area(s) as identified in **Exhibit A** only and does not apply to private residential lots or lands owned by any other private or governmental entity. On-street parking in areas not specifically designated for Parking shall be subject to the City of Jacksonville Parking Ordinance and such areas are not addressed by this policy.

**SECTION 2. DEFINITIONS.**

- A. *Vehicle*. Any mobile item which normally uses wheels.
- B. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Park*. To leave a Vehicle or Vessel unattended by its owner or user.
- D. *Overnight*. Between the hours of 12:00 a.m. and 7:00 a.m. daily.
- E. *Oversized Vehicle*. As used herein, “Oversized Vehicle” shall mean the following:
  - a. Any vehicle heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
  - b. Motor vehicles with a trailer attached;
  - c. Motor coaches;
  - d. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
  - e. Mobile homes or manufactured homes.

**SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.**

- A. *Daytime Parking Only.* Vehicles and Vessels may be Parked during daytime hours at the District's designated Parking areas, as shown at **Exhibit A**. Vehicles and Vessels may not be Parked on an overnight basis in designated Parking areas, unless an exception is granted by the District.
- B. *Designated Areas Only.* Vehicles and Vessels may not Park on other grounds of the District which are not designated for Parking, including grassy areas near the ponds, at any time, unless an exception is granted by the District. Any Vehicle or Vessel Parked must be Parked within the designated Parking spot and may not be improperly Parked such that it utilizes additional spaces or impedes the flow of traffic in any way.
- C. *Oversized Vehicles Prohibited.* Oversized Vehicles are prohibited from Parking on District property except when actively engaged in loading or unloading, unless an exception is granted by the District.
- D. *Exceptions.* The District Manager may authorize in writing an exception to this Policy for special events or as necessitated by special circumstances, in which case the written authorization shall be for a limited time, and shall be posted in the windshield of the Vehicle or Vessel. Food Trucks invited to special events are exempt from this Policy.

**SECTION 4. ENFORCEMENT.**

- A. *First Offense: Written Warning.* The District will attempt to place a written warning on the windshield of the improperly Parked Vehicle or Vessel providing notification that such Vehicle or Vessel is improperly Parked and that, if it is not moved within a certain period of time, the Vehicle or Vessel may be towed.
- B. *Second Offense: Towing.* If the Vehicle or Vessel is not moved after issuance of a warning, is improperly Parked on another occasion after prior issuance of a warning, or if other special circumstances apply as set forth herein, such Vehicle or Vessel may be towed in the District's sole discretion and in accordance with the requirements and procedures set forth at Section 5 herein.
- C. *Special Circumstances:* In the event that the Vessel or Vehicle is Parked in such a manner that blocks access to District property, prevents the safe and orderly flow of traffic through the District, obstructs the ability of emergency vehicles to access roadways or property, causes damage to the District's property, restricts the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same, the District reserves the right to immediately tow such Vehicle or Vessel without first issuing a warning.

**SECTION 5. TOWING/REMOVAL PROCEDURES.**

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Signage providing notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.

**B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager, Amenity Manager, or his/her designee must verify that the subject Vehicle or Vessel was not authorized to Park under this Policy and then must contact a firm authorized by Florida law to tow/remove Vehicles and Vessels for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

**C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**D.**

**SECTION 6. PARKING AT YOUR OWN RISK.** Vehicles or Vessels may be Parked on District property in designated Parking areas and Parking spots pursuant to this Policy, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or Vehicles or Vessels.

**Exhibit A: Designated Parking Areas**

Specific Authority: §§ 190.011(5), and 190.041, *Fla. Stat.*

Effective date: \_\_\_\_\_, 2021