

Villages of Westport Community Development District

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The Special meeting of the Board of Supervisors of **Villages of Westport Community Development District** will be held **Monday, October 11, 2021** at 12:00 pm at the **1755 Edgewood Ave W, Jacksonville, FL 32208**. The following is the agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroup.webex.com/meet/carvalhov>

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 July 22, 2021 Board of Supervisors' Meeting
2. Consideration of Resolution 2022-01, Adopting the Annual Meeting Schedule for Fiscal Year 2022
3. Consideration of Resolution 2022-02, Designating the Primary Administrative Office
4. Consideration of Resolution 2022-03, Designating Registered Agent & Office
5. Review and Discussion of Field Management Services RFP
6. Discussion of Addendum to PFM District Management Services Contract
7. Consideration of Grau & Associates CPA Engagement Letter
8. Discussion Regarding Traffic Calming Petition Process
9. Discussion on Adding Fencing around Retention Ponds
10. Review and Consideration of the Revised Mulch Proposals
11. Consideration Arsenault Proposal for Pump Motor
12. Ratification of Payment Authorizations 110 -- 116
13. Review of District Financial Statements

Other Business

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



Adjournment



**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the July 22,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

**VILLAGES OF WESTPORT
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES
Thursday, July 22, 2021 12:00 p.m.
Highlands Regional Library
1826 Dun Avenue, Jacksonville, FL 32218**

Present and constituting a quorum in person or via speakerphone:

Yashekia Scarlett	Assistant Secretary	
Henry Simmons	Assistant Secretary	(via phone)
Syron Stewart	Chairperson	
Alice Sanford	Assistant Secretary	

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant DM – PFM Group Consulting LLC	
(joined meeting in progress via phone)		
Amy Champagne	District Accountant – PFM Group Consulting LLC	(via phone)
Wes Haber	District Counsel – Hopping Green & Sams	
Jake Card	Advanced Security Specialist & Consulting	
Mike Veazey	Project Manager- ICI Homes	(joined meeting in progress)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order by Ms. Carvalho at 12:03 p.m. and roll call was initiated. Present, are the following Board Members: Yashekia Scarlett, Syron Stewart and Alice Sanford. Others in attendance are listed above.

Public Comment Period

Ms. Carvalho explained how the meeting will be conducted today. She explained there are time constraints with the meeting today and the Board will not be able to get to all of the agenda items. She asked those who are here representing a company that are to provide services for security or landscaping irrigation services items will not be addressed during the meeting today. Companies are welcome to stay and listen however the Board does not intent to have those discussions at the meeting today. The Board will review the

proposals and address them at a future meeting. She asked for those who are here for field services matters that have been deferred from the previous meeting to have patience since the Board intend to review that item during the meeting. She asked if there were any questions about how this meeting will be conducted. There were no comments or questions, so she opened the floor for the public comment period.

The Public Comment Period allows the public to speak to the Board on any items pertaining to the agenda coming before the Board. Comments are limited to three minutes. She asked those speaking to state their name and proceed with their comment.

Homeowner commented on service by Leland Management, Inc. Ms. Carvalho replied that her company is completely different and apart from Leland Management, Inc. She works for PFM who is the District Management Company that oversees the management of the District. Leland Management is a company separate and apart from PFM. Leland Management, Inc. was hired by the District Board to provide services per their contract of Field Services in the community. The Board is aware of the concern that residents have with Leland Management, Inc. Later on, the agenda there are companies attending via speakerphone or in person that will present proposal for consideration by the Board for Field Management Services.

Homeowner commented on the increase of fees. He also commented on the state of the Amenity Center. The Basketball hoops, soccer nets, and the grass looks awful. There are still straps on the trees from 7 years ago which were supposed to be cut. He suggested the \$40,000.00 in carry forward be utilized for hardscapes not just for mulch.

Homeowner asked if the companies have to get Board approval before doing landscape and hardscape improvements to their home. Ms. Carvalho stated the architectural review of any work being completed to the home is managed by the Homeowners Association which is separate and apart from the District and Leland Management is the company that is overseeing the HOA currently. Mr. Veazey stated there is a list of guidelines on the HOA website and above ground pools are not allowed.

Homeowner suggested holding the CDD meeting at the Amenity Center. Ms. Carvalho commented the meetings have been at the ICI office location in Jacksonville previously. District staff knew of the need to have a different location closer to the facility. The Board will have a meeting schedule that they will approve today and if that meeting schedule, they can make the determination when, how often and the times of the meeting. The Board is the one that will be making decisions on behalf of the District on items that come before the Board.

Homeowner commented on the access card to the amenity center. He stated when people move into the community, residents were getting two access cards, and some were getting one card. He received one access card and asked why residents have to pay a \$50.00 replacement fee for a card. Another resident stated she used her card one time, and it didn't work and was told it would be \$50.00 to replace it.

Homeowner had a question about the letter that was sent to homeowners and the budget fees. Mr. Haber reviewed the provision included in the letter that was sent to residents and provided an overview of the Budget. The CDD is a unit of government and has two

separate types of assessments. The 30-year assessment is the Debt Assessment to pay off the Bonds. That 30 years started when Bonds were issued around 2005. The Debt Assessments have a definitive end and it is a set amount used to pay off a Bond. There is another type of assessment called an Operations and Maintenance Assessment which is what the District is discussing today. That is the assessment the CDD charges to pay the budget that has line items for various assets the District has to maintain. That amount is assessed annually and is the only assessment that can fluctuate from year to year based on the budget. Once the assessment amount is determined, the District Management office provides an Assessment Roll to the Duval County Tax Collector and that amount shows up on the property Tax Bill which also includes the taxes residents pay to the City, County, and School Board. The residents will see one amount for the CDD assessments on the Tax Bill and that amount reflects both the Debt Service Assessments and the Operations & Maintenance Assessments combined. The reason O&M Assessments increased this year has to do with a boundary amendment that took place for the CDD. The District was previously had a larger footprint and there were approximately 1,000 acres that were removed from the CDD boundaries. Sometimes when CDDs that are that large are created, they will assess the bulk of the budget to only the areas that are developed and the areas that are undeveloped pay a nominal assessment. Since the beginning of this CDD the owner of that property was paying the same O&M Assessment as the developed properties within the community. The Developer was paying for portions of the budget even though their property was not developed, and they were not benefitting from the budget. The idea is those properties would have been developed and as those properties are developed the budget would have increased and assessments would have increased as more landscape and improvements would come under the CDD's operation and maintenance responsibility. Mr. Haber stated because that property is now out of the District and not subject to assessments, only the property within the District's other boundaries is subject to the assessments. That explains the assessment increase which is a large increase proportionately. The only other properties that could come under the CDD's purview for O&M are the properties that are still being constructed in the smaller portion of the District. The approximately 1,000 acres where there would have been additional landscaping and improvements that would have come under the District's purview and result in an increase to the O & M Assessments will no longer occur.

A resident commented on the maintenance. Mr. Haber stated this Board has the right to review contracts and if they are not satisfied with the work that is being done, the Board has the right to terminate contracts. A lengthy discussion took place regarding the O&M Budget.

Homeowner commented on the budget. She commented in the increase to District Management fees and asked why they are increasing. She commented on the cost of security. She requested transparency on the District management fee increase and asked the Board to review proposals for lower costs on contracts.

Homeowner comments were raised about the assessment increase due to the boundary amendment. Ms. Haber stated the owner of the property that was removed from the District were paying the same assessments as everyone else and when the property was removed from the District the assessment they were paying had to be reallocated to the rest of the landowners and property owners within the District.

Mr. Simmons had questions about the pros and cons with the District boundary amendment. Mr. Haber stated the positive is that the District has put a ceiling on what they know it will take for maintaining all of District properties. There was an expectation that as further property got developed it would become the CDD's responsibility and O&M would increase, now the District is definitive in what the universe of improvements are within the District boundaries. The downside is the increase the District is experiencing now which is a \$240.00 increase per year.

Homeowner asked if PFM is over the District and Leland was hired by the HOA. He stated there are three separate entities and the residents are trying to figure out who handles what. He asked who he should voice his concerns to about things getting fixed and completed in the community. Ms. Sanford stated a majority of the issues the community is having is with Leland Management, Inc. That will be addressed as there are representatives here from other Field Service Companies to present proposals. Ms. Carvalho stated he can address his concerns with either her or Ms. Ripoll with PFM and they can decipher if it is a CDD related issue or if they need to pass it on to the appropriate person. Ms. Sanford asked if PFM was responsible for overseeing Leland Management, Inc. Ms. Carvalho stated it is not PFM who is responsible but the Board of Supervisors who originally hires all contractors for the District. Leland Management was hired by the District as a contractor and if the Board is not satisfied with the work a contractor is providing, they can decide to change the vendor accordingly.

Homeowner commented on the lack of accountability. Ms. Carvalho replied the Board will be discussing this today and there are multiple contractors that the Board is reviewing and will address it accordingly.

Homeowner had questions about the assessment increase. Mr. Haber replied the biggest impact to the assessment increase is due to the District's boundary amendment and the reallocation of assessment amongst the land remaining within the District. He explained the boundary amendment process.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the April 12, 2021 Special Board of Supervisors' Meeting

The Board reviewed the Minutes of the April 12, 2021 Board of Supervisors' Meeting.

On MOTION by Ms. Scarlett, seconded by Ms. Stewart, with all those in favor, the Board approved the Minutes of the April 12, 2021 Special Board of Supervisors' Meeting.

Review & Acceptance of Fiscal Year 2020 Audit Report

Ms. Carvalho explained the Fiscal Year 2020 Audit Report was filed with the State Auditing General before June 30, 2021. It was reviewed by the District Chair, the Accountant, District Counsel's office prior to it being filed. It was considered a clean audit and no deficiencies were found that would be considered material weaknesses. The Board reviewed the Fiscal Year 2020 Audit Report.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all those in favor, the Board accepted the Fiscal Year 2020 Audit Report.

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

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of Resolution
2021-05, Adopting the Fiscal
Year 2022 Budget and
Appropriating Funds**

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

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

Ms. Carvalho presented the Fiscal Year 2022 Budget which consists of the Total General Fund. During the Fiscal Year the budget can be amended if it is required. The Budget is attached as Exhibit A. It includes the Adopted Budget for Fiscal Year 2021 and the Proposed Fiscal Year 2022 Budget. Ms. Carvalho stated the Board can make adjustments to the Budget, but they cannot exceed the Total Revenue for the Proposed Budget which is \$330,425.00.

Ms. Stewart questioned why there were multiple line items for irrigation. Ms. Champagne explained one is for the general irrigation maintenance of the District and the other pertains to the amenity area. Ms. Stewart went through various line items in which she needed clarity and Mr. Veazey was able to answer her questions. Ms. Stewart commented on the Security line item. She requested a revision to the contract to have the security company and increasing their community footprint. Mr. Veazey stated the Board can tell Mr. Card when they want him to do and he can provide feedback with what he can and cannot accommodate and there can be an amendment to the Security Contract. Ms. Carvalho asked Ms. Stewart to send her an email with the list of requests for Mr. Card and then District staff and the Board can initiate those conversations with Mr. Card.

Mr. Card, with Advanced Security, provided an overview of the security in the community.

Ms. Sanford asked the question if the CDD is exposing themselves to risk by hiring uninsured unlicensed contractors. Mr. Haber stated, if the District is entering into contracts with contractors to provide services and an incident arises in connection with the services, they are providing within the agreement Mr. Haber prepares typically has an indemnification provision. He further explained should the CDD gets sued that company has an obligation to defend and indemnify the CDD from that lawsuit. If that company does not have the means to provide that indemnification, then the District wants that company to be insured so the insurance may be able to pick it up.

Mr. Card stated that Ms. Sanford contacted the Division of License and filed a complaint on Mr. Card saying he was acting inappropriately which created an issue where he was considering having an attorney send her a cease and desist letter. Ms. Sanford stated the Department of Agriculture opened a complaint because Mr. Card was operating without a license. Mr. Card stated when he wrote the contract with the Board for Security Services, he immediately got insurance. As the District became a neighborhood, he required licenses and provided then to the Board.

Homeowner asked why the District is spending \$8,000.00 for janitorial services at the Amenity Center. Ms. Carvalho commented as of today the District has spent \$6,790.00 for janitorial services. She asked who is checking on the janitorial company. Ms. Carvalho explained per the contract with Leland Management for Field Services they have oversight of the duties and responsibility of the services rendered to the community. Mr. Veazey stated Mr. Card has had to clean up after residents who have left trash around. A lengthy discussion took place.

Homeowner commented the concerns are coming from the increase to the Budget when the contractor's services are not up to the standards with the District.

Ms. Scarlett requested information on each of the contractors. Another Board Member asked for copies of the receipts. Ms. Carvalho stated the Board is given payment authorizations and they are online. Ms. Carvalho stated no payment is process without the Board Chair or Vice- Chair approval. The Board requested copies of receipts when payments get processed. Ms. Carvalho stated invoices for a service provider regardless if it is contractual or a onetime situation goes through the accounting system and Ms. Champagne creates multiple payment authorizations based on the invoices with a batch of payment authorization. It gets sent to Ms. Stewart who reviews and approves them accordingly. In addition, either Ms. Carvalho and or Ms. Ripoll also reviews the batch of payment authorizations before its processed. The Board requested to see a copy of it once they are signed off and in the process of the check being cut.

Mr. Simmons asked if there has been an increase by requesting extra details. Ms. Carvalho stated in the agenda today there is not an increase in requesting any details. Anyone can make a public records request. It is a fine line when information is being requested by Board Members. PFM is not going to be having an addendum to their contract for a per hourly rate for the Board to consider during today's meeting.

Homeowner wanted to ensure she had clarity on the budget. Mr. Haber explained the assessment is based on the estimated budget. If the amount the District has budgeted is not spend the assessment for the year that they paid it, will not change. However, that

money stays with the CDD and will be reflected in the financials. He further explained that money can be applied to the next year's budget and this Board has the right to increase the budget items without increasing assessments or to lower the assessment the next year and apply the money to pay down a little bit of everyone's assessment. It could impact the assessment the following year.

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

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

Ms. Carvalho presented Resolution 2021-05. The Budget is attached to the Resolution as Exhibit A. It is a Total Net Revenue budget of \$330,425.00 and a gross assessment of \$409.35 per unit.

Mr. Simmons asked what happens if the budget does not get approved. Mr. Haber stated Chapter 190 Florida Statutes obligates the District to adopt the budget. If it does not get approved the District would be out of compliance with the Statute. In addition, the next resolution the Board is considering is the Assessment Resolution which is the way the District collects the funds to pay for the various items on the Budget. Furthermore, without assessments the District couldn't pay the ongoing operating services for the District.

Ms. Sanford asked if the Budget can be amended throughout the year. Mr. Haber stated the overall amount cannot be increased but the District can change the line items. Ms. Carvalho stated when the District closes the books for the Fiscal Year 2021 if there are any line items that are 10% over then the budget must be amended. A Board member asked who prepares the Budget. Ms. Carvalho stated PFM prepares the Proposed Budget based on historical financial expenses of the District.

The residents feel like they are not being heard. The Board reassured them that they are and will be addressing some of the concerns later in the meeting.

Ms. Carvalho requested a motion to approve Resolution 2021-05.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with 3 in favor and 1 opposed by Ms. Sanford, the Board approved Resolution 2021-05, Adopting the Fiscal Year Budget and Appropriating Funds in the Total Net Revenue amount of \$330,425.00 and a gross assessment per unit of \$409.35.

**Public Hearing on the Levying
O&M Assessments and Certifying
an Assessment Roll**

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of Resolution
2021-06, Levying O&M
Assessments and Certifying
an Assessment Roll**

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

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

Mr. Haber commented Resolution 2021-06 imposes the assessments by virtue of the Board's adoption of the Budget. It will direct the District Manager to take the Assessment Roll with the amounts of the Assessments, send them to the Duval County Tax Collector Authority and they will assess the amount on each residents Tax Bill for the year.

Homeowner asked why the residents have to pay \$200.00 more this year because the District shrunk by 1,000 acres. Mr. Haber stated typically a CDD will levy assessments for the vast majority of the Budget on the developed property and on the undeveloped property they pay significantly less because they are not benefitting from the improvements of the project. This District, to the benefit of everyone else had lower O&M Assessments because the undeveloped property was paying even though it was not benefitting from the improvements. Due to the fact, it was set up that way with the expectation it would remain in the District and O & M Assessments would continue to increase even higher than they are now over time as it became more developed. Because that property was removed, they are no longer paying their portion of the assessment and those burdens got shifted to the property that remained in the District. The resident stated the assessment increase does not make sense even though it shrunk.

A resident asked if the Board could go after the Developer for vacating the District and putting the burden of the assessment on the other residents. Mr. Haber stated the owner of the unbenefited property could have objected to being imposed with an assessment when they were not developed property. They were paying assessments that were a lot higher than they should have been paying resulting in a lower assessment for numerous

years for the remainder of the community. If that property was still within the CDD and they objected to the assessment the Developer would have the stronger argument by saying they were not benefitting from the improvements and the District was over assessing their property given the status of the development. A discussion took place about the boundary amendment hearings. The Judge was made aware of the assessments.

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

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

Ms. Carvalho stated, attached to the Resolution is the Preliminary Assessment Roll that will be finalized and certified to Duval County Tax Collector Authority for collection.

Ms. Carvalho requested a motion to approve Resolution 2021-06. A discussion took place about the Resolution.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all in favor, the Board approved Resolution 2021-06, Levying O&M Assessment and Certifying an Assessment Roll.

Review and Discussion of Field Management Services RFP

Ms. Carvalho stated a few companies replied to the RFP with proposals. The companies are:

Kingdom Management

Vesta Properties

Associa

Sherry with Kingdom Management, and Steve Howell with Vesta Properties, introduced themselves as representatives of their companies.

Mr. Howell provided a background on Vesta Property Services. It was also mentioned that Vesta Properties provides HOA Management services. They also understand the difference between CDDs and HOAs. Communication is the most important to Vesta. The Board asked about their availability to conversing with the Board. Mr. Howell suggested,

if they were chosen to have a conversation regarding the community issues and tailoring a package to the community. The Board asked how long it would take to turn the issues around. Mr. Howell stated he would want to know the names of all the vendors and look at all the contracts and quickly turn the community around.

Sherry, the owner of Kingdom Management provided copies of her proposal to the Board. She provided a brief overview of the company. They manage over 100 communities in the area. A big complaint is communications and accountability. Every Friday the Board gets a weekly report with all the open issues. They do monthly inspections and the day before the Board gets an email that they will be onsite and ask if they want to meet at the Amenity Center. She pointed out many issues in the community that have not been addressed. Kingdom Management does not have landscapers and do not require the Board to use those services if they had them. She noted her company will hold all vendors accountable. The Board asked how they deal with violations. Ms. Carvalho stated the proposal the Board is reviewing is specifically for the field services of the District. There are other services they can provide in the future, but this particular Board and the District has no jurisdiction over the HOA and what company they decide to use.

Ms. Carvalho stated there is no one present or via phone from Associa.

The last proposal is from Associa. Ms. Sanford stated they chose not to apply because they were not interested in indemnifying the District.

The Board reviewed the proposals and are online for residents to see. Residents stated residents were not informed of the RFP. Ms. Carvalho stated this discussion has been ongoing over the last two meetings. A resident stated they were not actively informed the proposals were online and able to be reviewed by the public.

The residents brought up that there should be a lot more proposals than just two. Ms. Carvalho indicated the Board went through this process at the last meeting. Many companies that were approached chose not to provide proposals. A lengthy discussion took place about improvement with communication to the community.

Ms. Sanford asked about the difference between the Field Management and the HOA. Mr. Haber stated the community is governed by two separate entities which are the CDD which is this Board. The CDD oversees the recreation facilities and the common areas, and stormwater system. Field Management from the CDD perspective is the company the CDD hires to oversee the various contractors that take care of the District's improvements like the company doing the landscaping, maintaining ponds, cleaning the amenity facilities. The oversight from all those companies would be the companies that are providing

proposals now. Leland Management, Inc. is who the CDD presently has under contract to oversee all of those contracts. The other entity in the community is the HOA which is unrelated to the CDD and this Board has no control over what the HOA does. The HOA enforces the Declaration of Covenants and Restrictions and Architectural Control like what the roofs look like, what fences look like, if residents can put in a pool. Those are under the control of the HOA. The HOA also hired Leland Management, Inc. to manage the HOA. If the CDD makes a change on Field Management from Leland Management, Inc to a different company, that is not going to change the fact that Leland Management, Inc. is hired by the HOA to do work for the HOA. A lengthy discussion took place. Mr. Veazey stated there should not be HOA discussions happening at a CDD meeting. Mr. Veazey will go back to the HOA Board and do an RFP to get other proposals from HOA Management companies. A discussion took place about the HOA. Ms. Carvalho stated this is not the forum for HOA issues. There will be an HOA meeting the second Saturday of the month to address Leland Management, Inc.

The Board does not feel comfortable deciding between these two companies today. If the Board holds a Special Meeting to finalize this decision, she will let each company know.

Consideration of Resolution 2021-07, Adopting the Annual Meeting Schedule for Fiscal Year 2021-2022

Ms. Carvalho presented the Annual Meeting Schedule to the Board for consideration. It must be advertised in the newspaper and it will also be posted to the District website. As the District gets closer to each meeting there is an additional advertisement in the newspaper that has to occur. This is the opportunity for the Board to review their schedules and adjust the Annual Meeting Schedule. Ms. Carvalho suggested holding the Special Meeting on August 26, 2021 at 11:30 a.m. at this Library.

A resident asked if the meetings can be held virtually. Mr. Haber stated, per Florida Law three Board Members are required to meet in person and everyone else can join virtually however they are not required to provide a virtual option and are required to have an in-person meeting.

Ms. Stewart left the meeting and rejoined.

Homeowner commented that the Auditorium within this library is not available to the public due to Covid-19 restrictions.

Ms. Stewart left the meeting and rejoined after a minute.

Ms. Carvalho will defer the discussion about Resolution 2021-07 until the Special meeting on August 26, 2021.

Consideration of Resolution 2021-08, Ratifying the Action of the District Manager in Re-Setting the Location of the Public Hearing on the Proposed Budget for Fiscal Year 2021/2022

Ms. Carvalho explained the Resolution ratifies the action of the District Manager in re-setting the location of the Public Hearing on the Proposed Budget for Fiscal Year 2021/2022 from the ICI Office to the Library. She requested a motion to approve Resolution 2021-08.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all those in favor, the Board approved Resolution 2021-08, Ratifying the Action of the District Manager in Re-Setting the location of the Public Hearing on the Proposed Budget for Fiscal Year 2021/2022 from ICI Office to the Library.

Discussion Regarding Traffic Calming Petition Process

Ms. Stewart reached out to the City to find out what was required of the District regarding the Traffic Calming Petition. The District must petition for a City Council Meeting. She has not filed the petition yet because she has been unable to get with Christin Turner, the Block Captain's Leader to set up a petition process amongst the residents with her. Ms. Sanford asked if this was related to the speedbumps. Ms. Carvalho stated yes but there is a petition process that must be done. One of the Board Members would need to be a liaison among the residents to coordinate that and get it in place. Ms. Stewart is trying to get the Block Captains together to take care of that petition process. She will have an update by next month.

Ms. Carvalho stated that the District should not have Board Members working on multiple things and it might come to a point where each Board Member is assigned certain topics to be addressing because they cannot communicate with each other outside of Board Meetings and she cannot be the conduit between Board Members outside of the meetings either.

Ms. Carvalho noted this item will be brought back at the next meeting for further update.

Review and Consideration of Mulch Proposals

Ms. Carvalho explained this agenda item has been carried over from the last meeting. Mr. Veazey provided some proposals and Ms. Sanford was able to get some proposals as well. The Board received proposals from the following companies:

1. Mulch Masters
2. Greeneway Mulch & More
3. Mulch & More

4. Plantanomics
5. Lou & Quality Landscaping.

Mr. Veazey stated Mulch Master's proposal was \$6,552.00 for a per unit price of \$52.00 per cubic yard. He advised the Board to look at the per unit price of the mulch when reviewing the proposals. He stated it should be touch up of the mulch.

The proposal for Mulch & More lists removal and replacement for up to \$15,000.00. A discussion took place. If the Board adopts the school bus patio wait area proposal it will require taking one of the mulch beds out which should reduce the mulch cost.

Mr. Veazey noted there is extra money from the construction that has not been spent yet and asked Mr. Haber of the school bus patio wait area could utilize the remaining construction money. If it is eligible for that money it would; not come out of the O&M and the mulching cost would be reduced. Mr. Haber stated he thinks it would fall under the category of hardscape and eligible to be paid from the approximate amount of \$50,000.00 remaining in the construction funds account.

Ms. Carvalho asked the Board how they would like to proceed with the mulch proposals. Mr. Veazey stated some of these companies provided a combined proposal for mulch and plants and the other companies were just mulch. Ms. Carvalho will go back to Mulch Masters, Mulch & More, Greeneway, and Lou & Quality & Landscaping. A discussion took place. Ms. Carvalho will get updated proposals to remove and replace mulch and ensure each proposal has per unit prices.

Review and Consideration of Pool Paver and Pool Cleaning Proposals

The Board reviewed proposals for pool paver and pool cleaning. Ms. Sanford spoke to the companies that provided proposals. Ms. Sanford asked how often the pool is cleaned. Ms. Carvalho replied it is year-round, three times per week. Mr. Veazey stated the Board is paying \$600.00 per month plus chemicals. A discussion took place about the frequency of pool cleaning. Ms. Carvalho will follow up on the inspection report and this item will be deferred to the next meeting.

Review and Consideration of Paver Proposals for School Bus Waiting Area

Ms. Carvalho stated the consideration of proposals for the school bus waiting area is a carryover item from the previous meeting. The District received three quotes, two of them have awnings as an option. The proposals were from Earthscapes, Rick Arsenal, and Pavers Plus & More. A discussion took place. Pavers Plus & More was recommended to the Board because they were the easiest to deal with and it is one of the two proposals that includes awnings.

A discussion took place about the proposed location of the school bus waiting area. It will be located to the side of the parking lot in the CDD recreation facilities. It will require the removal of a mulch bed and can be used for Saturday food service area.

Ms. Carvalho stated the price consists of \$7,693.75 for the 20x20 sunshade but the District has the option to do the 25x25 sunshade for an additional \$250.00. The Board discussed choosing the same or similar color for the pavers to other areas within the District.

Ms. Carvalho asked if the Board felt comfortable proceeding with the proposal. Ms. Carvalho would reach out to the contractor to ensure they have the proper license and insurance in place before the work is commenced.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all those in favor, the Board approved the Paver Proposal for School Bus Waiting Area in a not to exceed amount of \$9,000.00 subject to confirmation from the District Counsel if this project can be paid out of the Construction Fund as a Capital Improvement vs. the O&M Budget and if so District staff will coordinate with the contractor to make sure everything is in place before work is commenced.

Discussion on Adding Fencing around Retention Ponds

This item will be deferred to the next meeting.

Review and Consideration of Landscape and Irrigation Proposals

This item was discussed earlier in the agenda and will be deferred to the next meeting.

Discussion on Setting Towing Policies for the Amenity Facility

Ms. Carvalho stated the towing policies was a carry forward item from the previous meeting. Mr. Haber stated it was not approved at the previous meeting. Ms. Stewart stated the Board was not sure if it was just the Amenity Center or also outside in front of people's homes so they didn't approve it. Mr. Haber stated the District has authority to tow on property they own. On the streets, the District wouldn't be able to control in front of people's homes. The District can impose a towing policy and there is a public hearing process the District is required to hold where the Board adopts a rule that puts everyone on notice and there is signage that needs to be installed to let others know it is a towing area. Mr. Haber provided a memo which is attached to the agenda package pertaining to this matter.

Mr. Haber stated a resolution is in the agenda which has the proposed Towing Policies as an exhibit and it sets a date to hold a public hearing. For that Public Hearing, the requirement is to publish two notices must be published in the newspaper 29 and 30 days in advance of the Public Hearing. The District would not be able to hold the Public Hearing

at the Special Meeting on August 26, 2021. The District would have to wait to hold the meeting in the future. A discussion took place about the number of signs the District would need.

Mr. Haber asked the Board which areas they would want to enact the towing policy. The Board said the Amenity, JEA Lift Station, and landscape common area. A discussion took place. The District does not have authority to tow over on street parking because they are public streets.

Ms. Carvalho noted the Resolution for the Towing policy will be Resolution 2021-09. The Board chose to defer this to the Special Meeting. District staff will bring back Resolution 2021-09 back for the Board to set the Public Hearing on the Towing Policy.

Review of Fiscal Year Documents

Ms. Sanford requested District staff to include the Fiscal Year documents on the agenda. It is referenced in the memo, Fiscal Risk and Liabilities. Ms. Sanford's concern was Leland Management, Inc. whose job is to provide vendors. She stated there were three more invoices from Mr. Card for 2019 regarding tree cuttings and she needed to know who cut down the trees. Mr. Card stated when something can cause damage or fall at the Amenity on someone, he considers that to be a security issue. He brings it to the attention of Management, and it authorizes the work to get it done. The other trees were in the conservation area and could fall on homes. He hired Southern Tree to cut those trees. They used their insurance and he billed the District for his time for working on that which was about \$150.00.

A question was asked how the District is replacing the trees. It is a Board decision if they want to replace the trees, but insurance does not cover landscaping which is why the District has the contingency hurricane line item within the Budget. A lengthy discussion took place. Ms. Sanford asked for a copy of the invoice from Southern Tree showing how much they were charged. Mr. Card will get that information to Mr. Carvalho who will forward the information to Ms. Sanford.

Review of Areas of Neglect in the Community

Ms. Carvalho explained the District is working towards getting repairs completed.

Ratification of Crystal Clean Repairs, LLC Proposals

The Board reviewed the Crystal Clean Repairs, LLC proposal. Ms. Carvalho noted this item had to be done outside the regular meeting due to some of the pavers lifting in the pool area. District Management and District Chair signed off on behalf of the District because it was an emergency related item. She requested a motion from the Board to ratify the Crystal Clean Repairs, LLC Proposals.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all those in favor, the Board ratified the Crystal Clean Repairs, LLC Proposal.

Review of Public Comment Period and Board Members Responsibility

Ms. Sanford requested this item because at the last meeting the Board was making decisions about public comments and the public comment period. Mr. Haber stated this District previously adopted a Public Comment Period Resolution. There is a law that requires members of the public to have an opportunity to comment on any item on the agenda. By law the District is entitled to limit that public comment to three minutes. As a Board they are not obligated to take any more public comment beyond those three minutes. There were District's in St. Johns County that were having 7 to 8 hours meetings because public comment was taking so long. He explained there was a public comment period at the beginning of today's meeting where members of the public can comment on any agenda item. They have up to three minutes to make those comments. When the Board gets to the agenda items for only the Board to discuss. The Board can allow further input from members of the public, but it has not legal obligation to do so.

Mr. Haber stated the difference with today's meeting is that there were two public hearings in addition to the normal public comment period. The Budget Public Hearing and Assessment Public Hearing are two additional opportunities that members of the public were given the opportunity to speak. Mr. Haber stated the Board can be stricter to adhere to those rules. Ms. Carvalho noted the District adhered to those rules pretty well today.

Homeowner cautioned against limiting public comment since the biggest complaint among residents is lack of communication and no way to find information. Ms. Stewart stated public comment is available but when Board is making decisions there have been a lot of interruptions which causes the meetings to go long. Ms. Carvalho stated the more communication is emphasized the more people will feel comfortable logging in but as Ms. Stewart mentioned this is to control the discussion when the Board is in the middle of taking action. Audience members will have the opportunity to be heard.

Review and Consideration of Security Cameras and Monitoring Proposals

This item will be deferred as this is not something the Board collectively discussed at the last meeting. There are proposals on the agenda the Board can review. The proposals will be brought back at the next meeting and have the opportunity to further discuss.

Letter from the Supervisor of Elections, Duval County

Ms. Carvalho stated as of April 15, 2021 the District has 847 registered voters.

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

**Ratification of Payment
Authorizations 96 - 109**

The Board reviewed Payment Authorizations 96 – 109.

On MOTION by Ms. Stewart, seconded by Ms. Scarlett, with all those in favor, the Board ratified Payment Authorizations 96 – 109.

**Review of District Financial
Statements**

The Board reviewed the District Financial Statements. No action was required by the Board.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Carvalho stated the District will hold a Special Meeting on August 26, 2021 at 11:30 at the Highlands Library located at 1826 Dunn Avenue, Jacksonville, FL 32218.

**Audience Comments and
Supervisor Requests**

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS**Adjournment**

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

On MOTION by Ms. Stewart, seconded Ms. Scarlett, with all those in favor, the July 22, 2021 Board of Supervisors Meeting of the Villages of Westport CDD was adjourned at 3:33 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-01, Adopting
the Annual Meeting Schedule for Fiscal Year
2022

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE
FOR FISCAL YEAR 2022**

WHEREAS, the Villages of Westport Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2022 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2022 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 11th DAY OF OCTOBER, 2021.

ATTEST:

**VILLAGES OF WESTPORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022**

Dates	Times	Location
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All meetings will convene at the _____.

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-02,
Designating the Primary Administrative Office

RESOLUTION 2022-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at ICI Homes 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258, within Duval County, Florida.

SECTION 3. The District’s local records office shall be located at ICI Homes 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH day of OCTOBER, 2021.

ATTEST:

**VILLAGES OF WESPORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-03,
Designating Registered Agent & Office

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND
REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Vivian Carvalho is hereby designated as Registered Agent for the Villages of Westport Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with Duval County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11TH day of OCTOBER, 2021.

ATTEST:

**VILLAGES OF WESTPORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Review and Discussion of Field Management
Services RFP

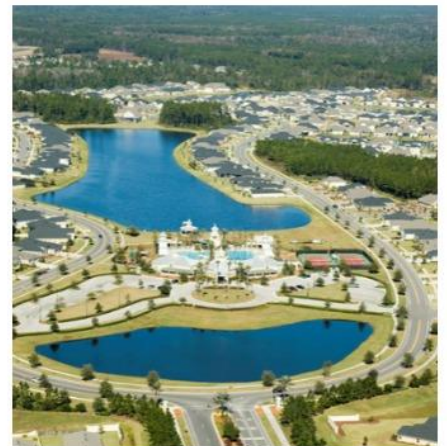


FIELD OPERATIONS MANAGEMENT
PROPOSAL
FOR:
Villages of Westport CDD



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INTRODUCTION / OVERVIEW

Since its founding by Roy Deary in 1994, Jacksonville-based **Amenity Companies** has been the trailblazer and leader in providing contracted amenity and recreation facility operations for planned-communities in Florida, touching the lives of hundreds of thousands of people for more than 25 years.

We have continuously and successfully handled large, amenity facility-management/staffing contracts throughout the state and have served CDDs continuously in Northeast Florida since 1997. In 2011, Amenity Companies joined **Vesta Property Services, Inc.** – Florida’s pioneer in combining amenity financing and management, lifestyle programming, and association management services under one umbrella. Headquartered in the center of Jacksonville, Vesta has offices throughout the state, employing more than 1,300 professionals, strategically positioned in all our communities, providing a wide spectrum of services to more than 300,000 residents and unit owners.

What Distinguishes Vesta from Others?

Comprehensive Expertise & Engagement:

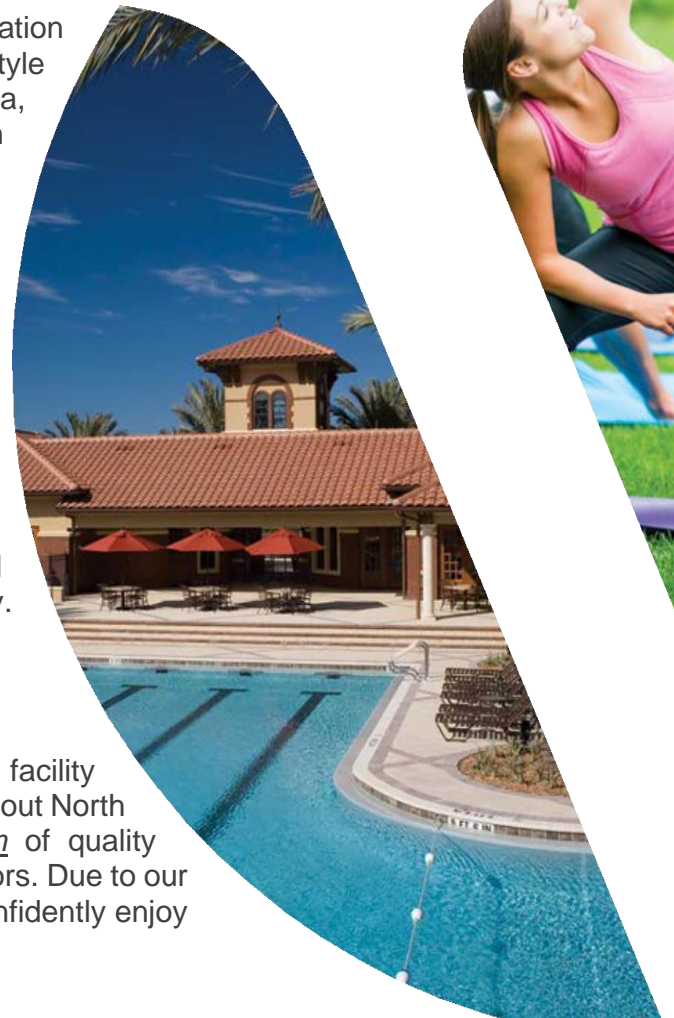
We offer a wide breadth of services (amenity/recreation facilities management, maintenance, and lifestyle programming) for CDDs and HOAs throughout Florida, engaging tens of thousands of families every day with friendly, reliable, and passionate service professionals.

Exceptional, Long-Term Relationships:

Our Amenities Division and District Services Division are both marked by long-term relationships built upon close, personal ties between our customers, management team, and vendors. (We still serve our very first customer – Kings Point Delray – after 27 years!) This length and depth of our relationships correspond with our 97% customer retention-rate, which reflects the loyalty and satisfaction that we’ve sustained with our customers every day for the past quarter-century.

Advantages of Vesta’s Approach

Vesta has a lengthy history of providing excellent facility maintenance services for dozens of communities throughout North East Florida. We do so with our own tight-knit team of quality employees, rather than using independent, sub-contractors. Due to our successfully operating in this manner, our clients can confidently enjoy



- Cleaner, better maintained amenity buildings, clubhouses, and related facilities.
- Improved response-times via an in-house team of maintenance technicians. Also, less “down-time,” waiting for other contractors to (hopefully) show up.
- No “finger-pointing” between management and outside vendors.
- Greater control of the personnel’s schedules, work-habits, appearance, and results.
- Greater efficiency and flexibility in the deployment of personnel, by being able to nimbly respond to the most pressing needs that arise.
- A Staff who “owns” the operation, acting as the eyes-and-ears of the Board & District Mgmt.

Vesta’s Field Operations Management Experience and Expertise

Vesta is the leading provider of Field Operations Management services for CDDs in North East Florida. We have been successfully providing this unique, specific service for the following CDDs in this area (all of whom are current, loyal clients):

Bartram Springs CDD

Brandy Creek CDD (“Johns Creek”)

Durbin Crossing CDD

Heritage Landing CDD

Julington Creek Plantation CDD

Rivers Edge CDD (“RiverTown”)

Southaven CDD (“Markland”)

Tison’s Landing CDD

Two Creeks CDD

“Our community and amenity center are over 10 years old. The previous property management company was in place since the beginning; we switched to Vesta at the end of FY2019, and the differences operationally and professionally are night-and-day.

Our last company only had the Operations Mgr. on site once a week; things were going unnoticed and unattended. Vesta has provided an Ops. Mgr. that is diligent and highly qualified; his due diligence has found and resolved several items that were ignored by previous staff. Vesta has the talent and resources to handle a lot of these items in-house, something that before was normally contracted out at a higher rate.”

Brandon Kirsch

Chairman, Tison’s Landing CDD (“Yellow Bluff Landing”)

Contact: CDDBrandonK@gmail.com (904) 635-7174

SERVICES

Whether your community has 200 or 20,000 residents, we can build dynamic lifestyle and amenity programs that range from pool services to theatrical productions and on-site restaurant management. Our holistic approach ensures every element of lifestyle creation is provided with no burden or stress to the community. We work directly with HOAs and CDDs to become their one point of contact, providing seamless and exceptional services. Our teams work on-site at our client-communities and are overseen and supported by our regional operations managers. Regardless of the size of your community, we are available to keep your operations running smoothly.

Clubhouse Maintenance

Experience the peace of mind that comes from knowing your facility is being truly cared for by Vesta. Our daily dedication to maintaining and enhancing the look, feel, and value of your amenities is unsurpassed.



Spa

Helping our residents feel good and look good with comprehensive spa and wellness services is one of our specialties. We offer spa services ranging from therapeutic massage to manicures, pedicures, rejuvenating facials, and skin treatments. Our expertise in retail and operations management of on-site spa facilities can help increase revenue within your community.



Fitness

We are proud to offer a wide variety of health, fitness, and wellness services to our members and guests, including state-of-the-art fitness equipment, personal training, dozens of group fitness classes, and consulting services. Additionally, our wellness team coordinates with certified trainers and instructors, ensuring all classes and programs offered through your gym or community center are safe and effective.



Food and Beverage

From coffee bars to full-service restaurants, our industry-trained professionals ensure dining operations in your community run smoothly. Creating places where residents can gather to meet friends and build lasting memories is a highlight of our job.



Special Events and Theater Operations

Celebrations, competitions, games, and parties enhance residents' lives and make fond memories. Whether presenting theater shows, community plays, musical acts or movies, or hosting luxurious weddings or even swim meets, every community benefits from our events management experience.



Aquatics

Vesta has been Florida's leading aquatics specialist for planned communities and clubs since 1995. Our turnkey water park operations provide a variety of swimming programs, staffing, and maintenance services that keep the pool buzzing with activity. By providing quality maintenance and staffing for community pools, we handle the daily details, so residents can swim, relax, and enjoy the water. Prices are kept low through our vendor relationships, and we work with the American Red Cross and Starfish Aquatics to meet your seasonal or year-round aquatic needs.



Support Services

Recruiting, testing, and training are all a part of the hiring life cycle of employment. Finding, acquiring, and retaining talented employees is a complex process. Vesta makes the process easy. Using our in-depth knowledge of state policy and employment law, combined with our professional Human Resources department, we ensure all requirements are met while we seek the right person for each job.



Technology

Vesta integrates the latest technology into our management and residents' services to provide unparalleled access and 24-hour support for our communities. All accounts are managed by skilled local staff, using the latest management software to create custom reports to sort, summarize, arrange, and produce a variety of property data.



Access Control

Improve your resident's safety with a gated access system. We offer a wide variety of access system services including installing custom security gates, setting up a keypad, keyless entry, or video surveillance system, assisting your community in monitoring their building access, and repairing and maintaining your security access system.



"Vesta takes great pride in their work and their expertise in the amenity management space is top-notch. I would recommend their services to anyone seeking an all-inclusive solution for their amenity needs."

DURBIN CROSSING

Peter Pollicino
Board Chairman, Durbin Crossing CDD



Proposal

INTRODUCTION

Vesta Property Services ("Contractor") services shall include Field Operations Management, Facility Maintenance and Janitorial services on behalf of the Villages of Westport Community Development District ("the District.")

Vesta's Management Staff at Villages of Westport shall serve the district and community in a professional manner, providing the residents the numerous benefits of a first-class operation of these facilities. Included within the responsibility of the complex's management is the occupation and oversight of the recreation facilities. The management responsibility shall include professional interaction and coordination with other outside entities such as property management, landscape maintenance, and other service contractors. Aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the CDD board and others shall be included. Attendance and reporting at CDD Board of Supervisors meetings as requested by the District Manager shall be included.

SERVICES


Field Operations Manager

The Field Manager shall be the first point of contact with the District's residents on a day-to-day basis. This individual shall be responsible for oversight and management services for all the common areas, landscaping, and stormwater facilities, and recreation located within the District's boundaries. Additional responsibilities include the overall supervision of the District's property and maintenance of its infrastructure, including the supervision of any outside contractors, vendors, or maintenance staff contracted by the District.

The Field Operations Manager shall be responsible for implementing all policies and procedures established by the Board of Supervisors and/or District Manager. This person shall have a thorough knowledge of the community and provide a personal response regarding problems or requests for service and handle them as expeditiously as possible.

General duties: Vesta shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. Vesta shall be responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Vesta shall report directly to the District Manager and the Board of Supervisors. Vesta shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

Inspection: Company shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities.



Repair and Maintenance: Company shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. Company shall cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Company shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.

Oversee and manage landscape maintenance provider's performance. Work with District Manager to develop an annual maintenance budget for the District. Assess and advise the District of a necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same.

Investigation and Report of Accidents/Claims: Company shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Company shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Company shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

Compliance with Government Rules, Regulations, Requirements and Orders: Company shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction. Company shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Company shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

Adherence to District Rules, Regulations and Policies: To the extent they apply to Company's performance herein, Company's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Company may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Company shall assure the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

Care of the Property: Company shall use all due care to protect the District Property, its residents and landowners from damage by Company, its employees or contractors.

Field Operations Manager Duties and Responsibilities

- Provide weekly oversight of all District common grounds and assets
- Advise the District of any necessary repairs

- Direct access to residents and vendors for rapid response and subsequent District savings
- Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
- Administer contract execution/compliance by all District maintenance contractors, such as the landscape service provider, lake maintenance service provider, termite / pest, HVAC, Fitness, Fire safety, etc.
- Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and up keep of the District. The individual shall have a thorough knowledge of the community and provide a timely, personal response regarding problems or request for service and handle them as expeditiously as possible.
- Remain aware of potential safety or security hazards within District property, communicate with the appropriate District personnel regarding possible corrective action to resolve a safety or security matter, and implement such action when necessary for the safety and security of the District.
- Continually inspect community dog stations and mailbox kiosks for aesthetics and functionality.
- Assist management with Reserve study and community risk evaluation with District insurance.
- Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, janitorial, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
- Assist in negotiating, purchasing and bidding of contract services.
- Assess property damage, neglect and/or depreciation and estimate costs associated with repair and /or replacement.
- Maintain an Operations and Maintenance manual complete with current drawings. This will include, but is not limited to community maps, schedules, job descriptions, spec sheets, SOPs, as builds, etc.
- Assist District management in monitoring annual maintenance budget.
- Provide financial oversight and make recommendations accordingly.
- Oversee common area landscape maintenance provider's performance through weekly meetings and weekly drive through of District and generate "to-do" lists to assist in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements as well as to make necessary corrections to performance deficiencies. Work with landscape architect as needed.
- Must be a licensed Certified Pool Operator (CPO)
- Oversee performance of pool maintenance (provider) and storm water management (provider / municipal). Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
- Maintain MSDS book for all chemicals used for facility maintenance.
- Responsible for overall health of pools with regard to chemistry, construction, health codes and SOPs
- Implement District approved capital projects and makes recommendations for future needs. Vesta shall obtain (3) bids (when possible / necessary) on any recommended capital improvements. Vesta understands that any recommended capital improvement is subject to approval by the Board.
- Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may

be required due to 'normal wear and tear', 'acts of God', or vandalism, and secure cost estimate for the same. Such work that is outside the normal 'day-to-day' maintenance scope of work shall be billed separately upon approval of the District, either by Vesta or other outside service contractor. Ensure proper insurance, credentials, contracts and agreements are in place.

- Maintain inventory control of maintenance items, including preparation of preventive maintenance programs
- Continually monitor fire suppressant systems, as well as backflow and backflow inspections.
- Field operations duties shall be performed weekly, or as needed throughout the month to both ensure regular site inspections and provide oversight tied to work performed by outside service contractors.
- Act as Project Manager for the community on Capital projects. Where applicable, for projects exceeding \$25,000.00, there may be up to a 10% oversight fee.

Maintenance Management Oversight

Additional maintenance services outside of regularly contracted services are available and often result in a substantial savings to the community. Based on the work required, Vesta will provide a competitive bid through our Amenity Maintenance Group department. All additional maintenance and project work will be under the oversight of the Regional Field Operations Manager.

Act as Project Manager for the community on Capital projects. Where applicable, for projects exceeding \$10,000.00, Vesta may charge up to a 10% fee for Project Oversight.

PRICING AND RELATED INFORMATION

Field Management Services = \$19,200.00 / year (\$1,600.00 / month)

Additional Options:

- In-Depth Study to improve the Optimization and maximize operating efficiencies of the District = \$2,500
- Development of Residents' amenity/lifestyle website & mobile app = \$2,700 (one-time fee)
- Website/mobile app - Administration and Upkeep = \$1,500 annually

All fees shall include all forms of compensation and related payroll overhead expenses, group health insurance benefits and other company benefits, workman's compensation insurance, commercial liability insurance, periodic training and certifications, uniforms, and other typical overhead expenses of the Contractor.

This fee shall exclude normal, budgeted District operating expenses such as: on-site office supplies, equipment, telephone, mileage reimbursement for community needs or supply retrieval, equipment fuel, etc.

Terms:

Contractor shall submit monthly invoices; terms are net thirty (30) days upon receipt.

REFERENCES

Aberdeen CDD

Project Type: Planned community of 1,936 homes

Location: Saint Johns, Florida

Scope of Services: Amenity Mgt., Maintenance Services, Programs, & Lifeguard Services

Contract Value: \$300,000+

Vesta On-Site Staff: 10+

Dates Serviced: 2009 – present.



Bartram Springs CDD

Contact: Kevin Colcord, Board Chairman

Phone: (904) 451-6808

Description: Planned community of 1,694 homes.

Location: Jacksonville, Florida

Scope of Services: Amenity Management, Field Operations, Maintenance Services, Lifestyle Programs, and Lifeguard Services.

Contract Value: \$400,000+

Vesta On-Site Staff: 15+

Dates Serviced: 2005 - present

Durbin Crossing CDD

Contact: Peter Pollicino – Board Chairman

Phone: (973) 713-7384

Description: Community of 2,600 homes

Location: Saint Johns, FL

Scope of Services: Amenity Management, Field Operations Management, Maintenance Services, Lifeguard Services, and Facility Monitoring

Contract Value: \$375,000 Vesta On-Site Staff: 12+

Dates Serviced: 2008 – present.



Grand Haven CDD

Contact: Barry Kloptosky – District Ops. Mgr.

Contact Phone: (386) 715-6081

Project Type: Planned community of 1,895 homes

Location: Palm Coast, Florida

Scope of Services: Amenities Management, Restaurant & Bar Turn-key Operation, Facilities Maintenance, and Lifestyle Programs & Events

Contract Value: \$550,000 (excluding Restaurant Mgmt.)

Vesta On-Site Staff: 25

Dates Serviced: 2007 – present.

Harbor Bay CDD

Contact: Dan Leventry – Board Chairman

Contact Phone: (813) 995-5669

Project Type: Planned community of 1,300+ homes

Location: Apollo Beach, Florida

Scope of Services: Amenities Management, Café - Turn-key Operation, Field Operations & Facilities Maintenance Services, Lifeguard Staffing, and Lifestyle Programs & Events

Contract Value: \$700,000+

Vesta On-Site Staff: 25

Dates Serviced: 2019 – present.

Heritage Landing CDD

Contact: Robert Och – Board Supervisor

Email: robertochcdd@gmail.com

Cell: (904) 250-7602

Project Type: Planned community of 1,154 homes

Location: Saint Johns, Florida

Scope of Services: Amenity Management & Staffing, Field Operations Management and Grounds Maintenance Management, Maintenance Services, Programs, Lifeguard Services, and Facility Monitoring.

Contract Value: \$400,000 Vesta On-Site Staff: 15+



Dates Serviced: 2006 – present.



Julington Creek Plantation CDD

Contact: Tom Chambers, Board Chairman

Telephone: (904) 465-6101

Project Type: Planned community of 5800 homes

Scope of Services: Amenity Management & Staffing, Field Operations Management, Facility Maintenance Services, Turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events.

Contract Value: \$1.2m.+ On-Site Staff: 60+; Dates Serviced: 2017 – present.

Lakeshore Ranch CDD

Contact: Patricia Comings-Thibault, District Manager

Email: patricia.comings-thibault@dpgf.com

Cell: (407) 221-9153

Project Type: Planned community of 800 homes

Location: Land O' Lakes, Florida

Scope of Services: Amenity Management & Staffing, Maintenance Services, and Lifestyle Programs and Events

Contract Value: \$165,000 Vesta On-Site Staff: 7; Dates Served: 2015 – present.



Rivers Edge CDD (RiverTown)

Contact: Jacon O'Keefe –

VP Land Acquisition and Development

Mail: 7800 Belfort Parkway,
#195 Jacksonville, FL
32256

Description: Planned community of 4,000 + homes at build-out.

Location: Saint Johns, Florida

Amenity Management & Staffing, Field Operations Management, Facility

Maintenance Services, Lifeguard Staffing, and Resident Programs for two amenity centers, including turnkey management of full-service café.

Contract Value: \$400,000

Vesta On-Site Staff: 20+

Dates Served: March 2015 - present.

Venetian CDD

Contact: Rich Bracco, Board Chairman

Cell: (631) 807-1956

Project Type: Planned community of 1,200+ homes

Location: North Venice, Florida

Scope of Services: Amenity Mgt., Maintenance Services, Programs, & Restaurant Mgt. – Turnkey Operations

Contract Value: \$800,000+

Vesta On-Site Staff: 25+

Dates Served: 2021 – present.

List of Current Amenity Management Clients

Aberdeen CDD

Anthem Park CDD

Bartram Springs CDD

Brandy Creek CDD ("Johns Creek")

Celestina HOA

Cypress Bluff CDD (eTown)

Durbin Crossing CDD

Grand Haven CDD

Harbor Bay CDD (MiraBay)

Harbour Isles CDD

Heritage Landing CDD

Julington Creek Plantation CDD

Kings Point Delray Beach HOA

Kings Point Sun City Center HOA

Lakeside Plantation CDD

LakeShore Ranch CDD

Long Lake Ranch CDD

Renaissance at West Villages HOA

Rivers Edge CDD ("RiverTown")

Southaven CDD ("Markland")

Sunrise Preserve HOA

Tisons Landing CDD


Trails CDD ("Winchester Ridge")

Venetian CDD

Westlake HOA

Westshore Yacht Club HOA

Wynnfield Lakes CDD



"Vesta affords our team the ability to focus on the rest of the RiverTown community's development while they handle all aspects of our Amenity management, programming, and maintenance needs.

They are an integral part of our development team and success."

***– Jason Sessions
Board of Supervisors Chairman, Rivers Edge CDD***

LOCAL LEADERSHIP TEAM (Multiple Disciplines)

Jay King, Vice President - District Services Division



Jay has over 25 years of leadership experience with the U.S. Navy, The Home Depot, CSX Transportation, and Vesta. He is a current CDD Board member with over 6 years' experience including heading up \$1.4 million in recent capital project management, social media engagement, and annual resident surveying for the Bartram Springs CDD.

As a long-time real estate investor, Jay remains active in the greater Jacksonville communities in which he owns property. To further his investments in these communities, Jay serves on their HOA Boards. He is committed to a culture that puts Customer Service first and a Regional Team that works exclusively within the communities they serve, rather than from a remote regional office.

Dan Fagen, NE FL Director of Amenity Operations



Dan Fagen has been with Vesta for over 15 years; prior to that, he enjoyed many years of successful experience in the management of fitness operations at exclusive, local yacht-and-country clubs including Epping Forest Yacht Club, Deerwood Country Club, and San Jose Country Club.

Mr. Fagen's experience also includes large asset and equipment purchases, event programming, and the management of staff such as maintenance personnel, personal trainers and group training instructors. He closely oversees multiple, year-round amenity management contracts for Vesta and ensures strong relationships with the Board of Supervisors, District Manager, and District Counsel at each of these Districts.

Sean Smith, Regional Aquatics Director



Sean Smith has been with Vesta for 12 years serving in our Aquatics Division. During this time, he has worked as an Aquatics Director in several communities including Fleming Island Plantation and Julington Creek Plantation, managing seasonal staff numbers of over 70 employees during peak times of the year.

He also provides regional aquatics supervision and support including recruiting, hiring and staffing lifeguards for multiple communities throughout the Northeast, Florida region. He holds a Lifeguard and Lifeguard Instructor certification with the American Red Cross and provides a pivotal role in the certifying and training of all Aquatics Employees across our company.

Steve Howell, Director of Field Services - Field Operations & Maintenance

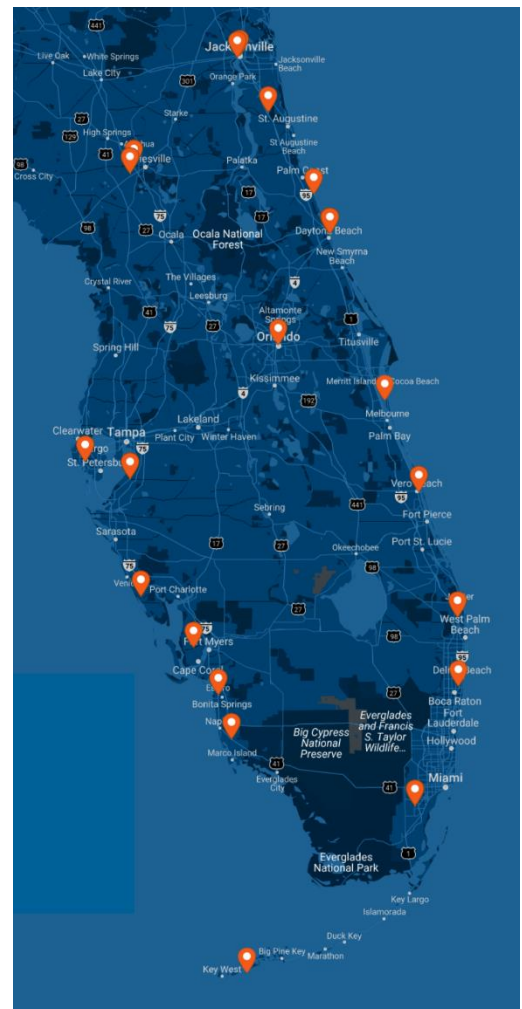


With over 25 years in the outdoor services industry including sales and service of pond and lake management and landscape management, our Regional Field Operations & Maintenance Director Steve seeks to ensure that every resident enjoys a “resort-like” look-and-feel within the communities that they live.

He is committed to a team approach and takes every opportunity to promote learning every aspect of responsible and outstanding Field Operations within our company. After receiving his Business degree from Georgia Southern University, he has successfully worked in various roles throughout the Southeast in resort management, contract service, owner/operator of a residential rehabilitation company, and now oversight and support of various communities and Field Operations Managers within the Northeast Region of Vesta.

Steve also closely oversees multiple, year-round field operations management contracts for Vesta and ensures strong relationships with the Board of Supervisors, District Manager, and District Engineer at each of these Districts.

Map of Vesta’s Statewide Offices



Vesta's Value to You

Vesta's Depth-of-Local-Talent Value

Vesta is able to leverage our local workforce of over 350 associates - most within minutes of Villages of Westport CDD - to allow for Paid Time Off for the staff, help with emergencies and sudden staff shortages, provide extra help for events and maintenance projects, etc., without having to resort to utilizing local temp-services or leaving positions unfilled for any length of time. (No other company can match this capability in Northeast Florida). Our local scale enables our employee's advancement opportunities without having to relocate which leads to more experienced and satisfied staff.

Vesta's Board-Reporting Value

We make it efficient for you to stay informed on a monthly basis:

Monthly Manager Reporting

- Performance Metrics and Analysis
- Recent Event Highlights
- Upcoming Events and Planning
- Updates on Amenity Operations
- Recommendations

Monthly Field Operations Reporting

- Project Work Highlights and Pictures
- Cost Savings
- Bids and Comparisons
- Vendor Management

DURBIN CROSSING
Field Operation Manager's Report

Date of report: 3-26-2018 Submitted by: Steve Howell

POOL RESURFACING UPDATE / Project complete:
These projects have been completed at both facilities. We are very pleased with the quality of work and the level of service that we received from Epic Pools on behalf of the residents of Durbin Crossing. There were a few notable items that have occurred throughout this process and we have highlighted these below, in no particular order:

1. We selected a white solid pool surface instead of a speckled surface initially for aesthetic purposes. However, there are several benefits to that selection that have come to our attention since installation. The surface is very "soft." Our first swimmers of the season remarked how excited they were about the feel of the bottom of the pool, "like the ocean." The clarity of the water is improved for increased safety and a crisp, clean appearance. Also, due to the increasing strength of this surface over time we will be able to chair, and acid wash this surface 2-3 times extending its life expectancy, which would not have been an option with the speckled surface.
2. Epic Pools was also able to repair our power and remove all trip hazards at both facilities. This was especially critical at our pool.
3. We had all the existing color sch...
4. Supervisor Hall re-traveling marks and it is now mo...
5. Our south pool facilities ready fo...

SPRING CLEANING / AMENITY
Here is a list of some of our:

- All pool furniture
- North and South
- All pool filter grids
- Extensive efforts
- All events center

Jollygreen Creek Plantation
Community Development District
GENERAL MANAGER REPORT

Date of report: 4/26/2018 Submitted by: Heather Enfort

FITNESS UPDATE
Spring Break always brings in new faces in our fitness department. For the month of March there were approximately 7,400 fitness floor participants. There were 1,790 individuals who attended our group fitness classes and we provided 187 classes during the month. Our Kids Fitness class had some of our largest numbers in attendance this month. Fitness instructor Lee Ann Broussard is responsible for the increased class participants. She has such a dynamic personality and motivates the kids with a variety of fun and challenging exercises.

Equipment Replacement:
Pads were resupholstered for our Magnum Dip Assist machine and our two functional floor pads.

Work Orders:
Covered under Techno Gym warranty - Addelecto, Leg Curl, Redline bike, Treadmill

SPORTSPLEX:
March had a great turnout for our Spring Break "Gator" Games, taught by our State Dev Nick Yabara. He has a



Vesta's Resident-Focused-Communication Value

We make it easy for you to connect with your residents. We monitor social media to stay ahead of issues and ensure residents have the most accurate info through varied forms of proactive communication.

- Quick response to resident emails and voicemails
- Monthly e-Newsletters

- Weekly e-Blasts
- Capital Project Updates
- Pre-Annual Meeting Year in Review Board Accomplishments
- Website
- Social Media Updates and Responses
- Community Publications
- Surveying
- Community and Marquee Signage



Vesta Vantage Pro: Fully integrated, multi-channel platform for maximum, proactive connection with your residents.

Vesta's Lifestyle Value

We strive and excel at bringing residents together. We will build on your strong traditions or create new ones, and add new events, programming and other lifestyle enhancements.

- Our goal is to provide a small, closely connected, hometown feeling.
- Meet & Greet events are offered to ensure residents are connected and know their staff. Part of providing a quality lifestyle includes engaging with & listening to residents.
- Provide recommendations to add fitness elements to existing playgrounds and parks in order to enhance all aspects of the lifestyle provided to residents.
- Facilitate new memories and magic – Communitywide Events such as Aqua Egg Hunts, Pumpkin Plunge, Luau Parties, Craft Classes, NFL team trips, and more.

The Value of Independent District and Amenity Management Companies

Vesta partners with all the major district management firms across our communities to avoid a conflict of interest we do not do that scope of work. This enables a healthy dynamic whereby the district management company is only beholden to the Board and its interests are not divided between the Board and any other service contracts that management company may also have with the District. This enables the management company to always look out for the best interests of the Board in supervising contracts. We find this arrangement best aligns with resident interests by improving quality of services and pricing.

Vesta's Vendor-Relationship Value

We provide the best options and pricing for services. We leverage our scale (20 amenity contracted communities in greater Jacksonville) and local relationships with vendors to receive the most responsive and economical services for our communities.

Vesta's Technology Value

We can adapt to your existing technology systems, software, and providers or recommend a new approach tailored to your needs based on our extensive experience in the industry. We provide webmaster services and are familiar with ADA compliance solutions.

Vesta's Efficiency Value

We operate an efficient organization to ensure your residents get the best value in services.

"I am the former Chairman of Harbor Bay CDD. We switched to Vesta in 2019, during my third year as a Board Supervisor. If you are considering a switch in Management Companies, I wholeheartedly recommend that you consider Vesta."

"No matter the size of your community, Vesta will over-invest in your management team, both in terms of the onsite personnel they assign to your community but also in the back-up support they provide to your onsite personnel."

"I have found Vesta to be ethical, resident-oriented, and creative in their approach to programming and solving problems."

**- Paul Curley,
Former Chairman, Harbor Bay CDD**

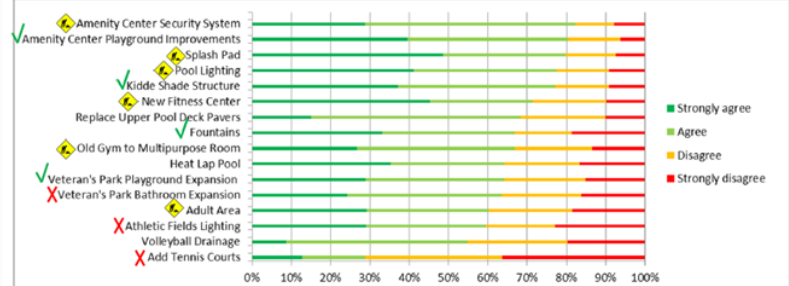
Vesta's Capital-Project-Experience Value

We ensure that you receive the most project bang-for-your-buck:

- Reserve Study Development Support
- Project Planning
- Resident Feedback and Project
- Prioritization Surveying
- RFP Development
- Onsite Vendor Support and Oversight
- Resident Communication and Updates
- Care and Maintenance Planning

2016 Projects Prioritization Survey Results

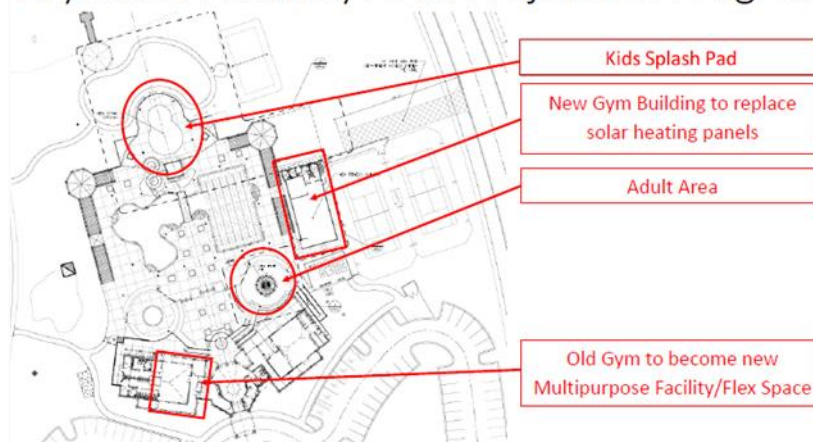
We conducted surveys in 2013, 2014 and 2015 to collect resident inputs on possible capital projects



We then prioritized projects via a Spring 2016 resident survey and meeting once we finalized the bond refi.

11

Layout of Amenity Area Projects In Progress



“Vesta Property Services began working for Julington Creek Plantation (JCP) in October 2016. Currently, all employees working at the District are Vesta employees, including a a full-time, on-site field operations manager.

I am very happy with their performance, as they eagerly stepped into a challenging situation and immediately demonstrated a professional attitude and willingness to work hard. They quickly took charge, made immediate changes, and suggested further improvements for long-term success.

During their time at JCP, I have been most impressed by their willingness to work with the CDD Board on a variety of issues. If we are concerned about something and disagree as a Board on how to fix it, Vesta volunteers to research the situation further and present us with viable options that usually solve the issue to everyone's satisfaction. I believe three factors make Vesta stand out: experience, positive attitude/work ethic, and a creative, problem-solving approach. “

Alison Golan

Julington Creek Plantation Board of Supervisors, Seat 1

Vesta's Analytical Value

We strive to optimize your District's operations and financial results:

- Comprehensive Analysis
- Benchmarking
- Cost Saving Projects
- SMART Recommendations
- Follow through and updates until completion

Vesta's Scope-of-Services Value

We provide a full range of in-house services. The greater our contracted scope of service for you, the greater your savings as a District.

- Amenity Management Services
- Field Operations Management Services
- HOA Management Services
- Food and Beverage Management Services
- Pool Chemistry and Maintenance Services
- Lifeguard Services
- Pool Monitor Services
- Lifestyle Services
- Janitorial Services
- Maintenance Services
- Pet Waste Disposal Services
- Gated Access System Installation and Maintenance Services

Review, Analysis & Recommendations Regarding Operations at JCP

Introduction:

As committed, Vesta has conducted an in-depth review and analysis of the operation of Julington Creek Plantation's Recreation Amenities. As we and others have referred to it, our intent has been to determine how to "optimize" a match between the District's needs and resources, addressing such topics as department leadership, structure, programs, and finances. Our recommendations largely look at the next 18 months, through the end of the District's next fiscal year. With the benefit of an additional 12 months (beyond just our first 6 months to date), it is likely that additional changes to further optimize things will be submitted by Vesta in the coming year or so. However, as of now we are trying to strike a balance that:

- (1) Maintains a degree of stability through a continuation of proven and successful approaches and people at JCP (and minimizes negative disruption in level of service, staff morale, etc.);
- (2) Considers input from others with helpful insights and/or long-term histories with JCP;
- (3) Taps into our experience elsewhere to bring a new perspective and ideas to the operation;
- (4) Results in completing a thorough and detailed review and necessary recommendations, in conjunction with the timing of the District's current FY '18 budget process.

Objectives of Vesta's Optimization Report:

To guide this process, aided by the helpful input of the Board and District Management, the specific objectives of this Report have been:

- (1) Challenge the status quo and the notion of, "Because that's how we've always done it."
- (2) Align current operating revenues and expenses by department to improve clarity of understanding.
- (3) Achieve Personnel "Optimization" by:
 - a. Ensuring an understanding of key staff's roles, responsibilities, and individual strengths.
 - b. While being as considerate of our team members as possible, make recommended improvements to the overall operating structure.
- (4) Identify potential cost-reductions in the Recreation Operation to benefit the District (such as redirecting resources to other areas, reducing assessments, etc.)
- (5) Achieve Programs "Optimization" by:
 - a. Answering the question of, "What is an 'amenity' and what is a 'program'?" by department and activity.
 - b. Recommending the best overall approach to handling Programs (i.e., continuing it as a District-subsidized operation or moving to a contracted/outsourced operation.)
- (6) If possible, incorporate some of the Board's recently-stated top priorities:
 - a. Landscaping improvements along Racetrack Road.
 - b. Energy Efficient Property Upgrades

ASSOCIATION MANAGEMENT AGREEMENT

THIS ASSOCIATION MANAGEMENT AGREEMENT (hereinafter referred to as “Agreement”) is made by and between **VILLAGES OF WESTPORT CDD**, a Florida not-for-profit corporation (hereinafter referred to as the “Association”), and **KINGDOM MANAGEMENT 2 CORPORATION**, a Florida corporation (hereinafter referred to as “Manager”).

WITNESSETH:

WHEREAS, the Association desires to employ Manager as FIELD management company for the Association known as **VILLAGES OF WESTPORT CDD**, consisting of all properties. Manager understands that the function of the Association is the operation and management of the Association’s Common Properties. Manager agrees to confer with the Directors of the Association in the performance of its duties as set forth herein. The authority and duties conferred upon the Manager herein are confined to the routine management of the general common elements and facilities, interests and properties of the Association.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I Management

1. The Association hereby appoints Manager as the FIELD management company for the Association.
2. Manager will manage, operate, maintain and supervise the routine management of the common properties of the Association in an efficient and satisfactory manner. Manager will act in a fiduciary capacity with respect to the property protection of and accounting for the Association’s assets. In this capacity, the Manager assures the Association that all third parties will be dealt with at arms’ length and that the Association’s interest will be best served at all times.
3. Manager agrees to following areas:

General Duties – Manager shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner in accordance with the District’s bond covenants relating to such maintenance under the District’s direction.

Manager will be responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager will report directly to the District Manager and the Board of Supervisors. Manager will attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

Inspection. Manager will conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities.

Repair and Maintenance. Manager will make or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. Manager will cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/ or property, or when the repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Manager will immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs. Oversee and manage landscape maintenance provider's performance. Work with District Manager to develop an annual maintenance budget for the District. Assess and advise the District of necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same.

Investigation and Report of Accidents/Claims. Manager will promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager will cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager will not file any claims with the District's insurance company without the prior consent of the District manager or his designee.

Compliance with Government Rules, Regulations, Requirements and Orders.

Manager will take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property promptly placed thereon by any governmental authority having jurisdiction. Manager will immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager will prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

Adherence to District Rules, Regulations and Policies. To the extent they apply to Company's performance herein, Company's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Company may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. Manager will assure the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

Care of the Property. Manager will use all due care to protect the District Property, its residents and landowners from damage by Company, its employees or contractors.

4. Manager is authorized at the expense of the Association to make, or cause to be made, such routine repair work or normal maintenance to common areas as may be required for the operation or physical protection of said common areas. The expenditures to be incurred for any one item or replacement shall not exceed FIVE HUNDRED DOLLARS (\$500.00), unless authorized specifically by the Association's President or his duly authorized representative. However, under such circumstances as the Manager shall deem to be an emergency, the Manager will cause emergency repairs to be made to avert danger to life and/or property; or for the safety of the members of the Association; or which such repairs are to be required to be made to avoid the suspension of any service to the Association. Such emergency repairs may be made by the Manager irrespective of the cost limitation imposed herein. Notwithstanding this authority as to emergency repairs, it is agreed that the Manager, if at all possible, will notify the President of the Association, or his designated representative, immediately concerning the ordered emergency repairs. Supervision of extraordinary repairs (such as fire, flood or windstorm) and significant capital improvements (such as building or roofing) will be billed at the rate of \$50.00 per hour.
5. Subject to the approval of the Association's Board of Directors, the Manager will make contracts for routine landscape maintenance, and other services as the Association's Board of Directors may deem advisable. Such contracts will be signed by the Association's President or his designated representative.
6. Unless directed to the contrary, Manager agrees to assist in obtaining at least three (3) competitive bids for any authorized repair or authorized maintenance which involves an expenditure of more than Five Hundred Dollars (\$500.00)(other than emergency repairs). Said bids shall be obtained from known, reputable and fully insured contractors. Such repairs or maintenance will not be made until authorized by the Association's President or his designated representative.
7. Manager will conduct one monthly inspection of the Association's properties and service areas. The manager will take action or correct any deficiencies of the service performed for the Association and report such irregularities to the Association's President or his designated representative. A monthly report will be furnished by the property manager. Other management inspections will include overseeing and supervising duly authorized routine work being performed in the common areas on behalf of the Association.

8. Manager agrees to attend quarterly Association meetings including one (1) annual meeting at no extra charge to the Association. Additional meetings or special meetings requested by the Association's Board of Directors will be attended by the Manager at the rate of \$50.00 per hour, including travel time, provided that notice of the meeting is given to Manager at least ten (10) days prior to the date of such meeting. The Manager can/will take written records of proceedings of such meetings and will provide such records to the Association.
9. At the Association's expense and direction, Manager will cause to be placed and kept in force all forms of insurance to protect the Association. The Manager will promptly investigate and make a full written report as to all accidents or claims for damage relating to the management and maintenance operation of the Association, including any damage or destruction of the property, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

ARTICLE II Commencement Date

1. Manager's commencement date under this Agreement shall be September 1, 2021 and shall continue until termination as provided in Article III.

ARTICLE III Termination

1. This contract may be terminated at any time by either party with a sixty (60) day written notice with no termination penalty. The terms of this contract shall automatically renew for two year successive terms unless either party serves notice with or without cause thirty (30) days prior to its anniversary its intent not to renew.
2. Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Manager security, satisfactory to the Manager, against any outstanding obligations or liabilities which the Manager may have incurred hereunder.
3. The Association may not employ any employee or former employee of Manager who has been an employee of Manager within the twenty-four months immediately prior to termination of this Agreement. Should Association employ an employee or former employee of Manager, a finder's fee of \$20,000 will be paid to Manager.

ARTICLE IV Compensation

Manager's compensation for services rendered and as described in this Agreement shall be \$1583.00 monthly or \$19,000 per year. This amount will be paid monthly automatically. All office supplies, faxes, and long distance phone calls will be provided by the Manager at no additional cost.
Frequently Asked Charges:

ARTICLE V Indemnification

- (1) Subject to the other terms of this Agreement, with respect to any Proceeding brought by someone other than the Association or the Manager arising out of an act or omission taken by the Manager occasioned by, relating to, or in connection with the management, maintenance, operation of or administration of the association, or carrying out of the Manager's services covered by this Agreement (each, a "Nonparty Claim"), the Association shall defend and indemnify the Manager against all claims, losses, liabilities, costs, or expenses (including, without limitation, attorneys' fees and costs) ("Indemnifiable Losses") arising out of that Proceeding, except to the extent that the Manager intentionally, or as a result of Manager's gross negligence, caused those Indemnifiable Losses
- (2) To be entitled to indemnification under this section, the Manager must notify the Association of that Nonparty Claim and deliver to the Association a copy of all legal pleadings with respect to the Nonparty Claim.
- (3) Promptly thereafter, the Association shall retain to represent it in the Nonparty Claim independent legal counsel. The Manager shall cooperate with the Association and its legal counsel in defending or settling the Nonparty Claim.
- (4) The Manager is entitled to participate in the defense of a Nonparty Claim at its own expense.
- (5) The Association shall pay any Litigation Expenses that the Manager incurs in connection with defense of the Nonparty Claim before the Association assumes the defense of that Nonparty Claim. The Association will not be liable for any Litigation Expenses that the Manager incurs in connection with defense of a Nonparty Claim after the Association assumes the defense of that Nonparty Claim, other than Litigation Expenses that the Manager incurs in employing counsel in accordance with Article V, (4), which Litigation Expenses the Association shall pay promptly as they are incurred, but no later

than thirty (30) days after Manager submits the invoice to the Association. All defenses to any complaint filed with the DBPR by a member of the Association against Manager will be paid by Association.

- (6) After the Association assumes the defense of a Nonparty Claim, the Association may contest, pay, or settle the Nonparty Claim at its discretion without the consent of the Manager only if that settlement (1) does not entail any admission on the part of the Manager that it violated any law, (2) has no effect on any other claim against the Manager, (3) provides as the claimant's sole relief monetary damages that are paid in full by the Association, and (4) requires that the claimant release the Manager from all liability alleged in the Nonparty Claim.
- (7) In this agreement, the following definitions apply:
- i. "Indemnifiable Losses" means all claims, losses, liabilities, costs, or expenses (including, without limitation, attorneys' fees and costs), and the aggregate of Losses and Litigation Expenses.
 - ii. "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
 - iii. "Loss" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
 - iv. "Proceeding" means any judicial, administrative, mediation, or arbitration action, suit, claim, investigation, or proceeding.

ARTICLE VI

Provisions

1. Manager agrees to assist the Board of Directors in its overall operation for betterment and improvement; said assistance to be in the form of suggestions, professional opinions and guidance as related to living in a homeowners association. Manager further acknowledges that its principle function is to represent the Board of Directors in all matters of common interest.
2. This agreement cannot be amended or modified except in writing signed by both parties.
3. All notices required hereunder shall be sent via first class mail.
4. Manager shall not assign this Agreement or delegate any duties hereunder without prior written consent of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Association Management Agreement on the day and year first written above.

ASSOCIATION: VILLAGES OF WESTPORT CDD

By: _____ Date: _____

Printed Name: _____ Title: _____

MANAGER: KINGDOM MANAGEMENT 2 CORPORATION



By: _____ Date: _____

Printed Name: _____ Title: _____

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Discussion of Addendum to PFM District
Management Services Contract

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Grau & Associates CPA
Engagement Letter



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

September 21, 2021

To Board of Supervisors
Villages of Westport Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Villages of Westport Community Development District, Duval County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Villages of Westport Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

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

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

for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900.

This agreement provides for a contract period of one (1) year. Our fee for these services will not exceed \$4,700 for the September 30, 2021 audit.

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

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

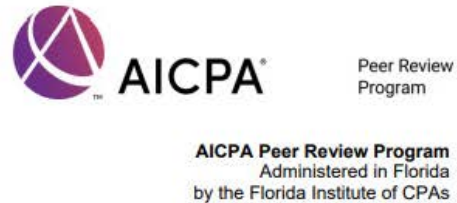
RESPONSE:

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

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Regarding Traffic Calming Petition
Process



TRAFFIC CALMING REQUESTS

Many residents request the installation of multi-way stops due to speeding problems. The City (per the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Green Book) does not install multi-way stops to control speeding. Information on why COJ does not use stop signs to control speeding is available at this link: [Traffic Signs FAQ](#).

The most common forms of traffic calming are speed humps or reduced speed limit signs.

Reduced Speed Limits:

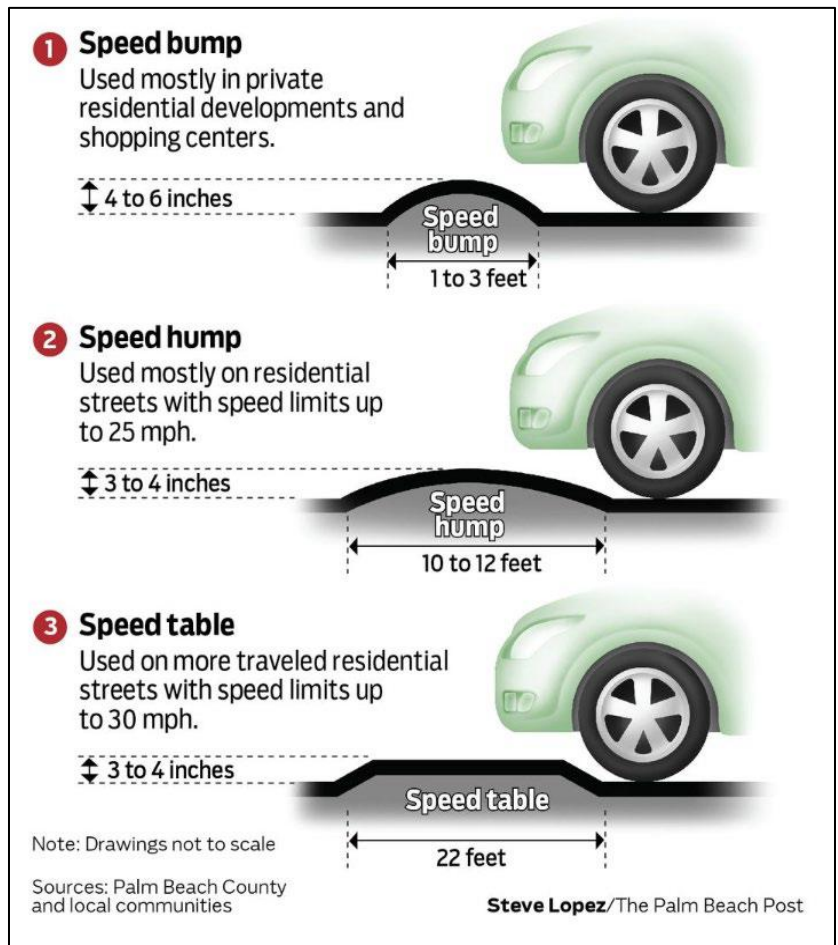
The statewide residential speed limit is 30 mph. Your neighborhood may have the speed limit reduced by petition. If your pavement width is 20ft or greater then the reduced speed limit will be 25mph. If the pavement width is less than 20ft then the reduced speed limit will be 20mph. It is important to note that reduced speed limit signs are not effective without JSO enforcement. Traffic Engineering will determine where and how many signs are installed. The neighborhood is responsible for the full cost of the signs. Each sign costs \$275.

Speed Humps:

Your neighborhood may have speed humps installed by petition. Speed humps are designed in a such a way that vehicles must slow down to 15-20mph as they pass over them. Traffic Engineering will determine where and how many speed humps are installed. Speed humps can only be installed on public residential roads. Roads classified as collectors or arterials are not eligible. The neighborhood is responsible for paying the cost of each speed hump. Each speed hump costs \$3,000.

Petition Process:

1. The requestor submits the request for traffic calming via email to trafficeng@coj.net. Requests should include the streets on which traffic calming is needed, the type of calming, and a contact person.
2. Traffic Engineering performs an investigation. If the streets are eligible for traffic calming, then Traffic Engineering sends a sketch and cost estimate to the requestor.
3. The requestor contacts their district council member and request a public meeting. JSO and JFRD must be present at the meeting because traffic calming may affect emergency response time.
4. At the public meeting Traffic Engineering explains the advantages and disadvantages of the project.
5. At the public meeting, Traffic Engineering gives the petition to the sponsor. Only affected property owners are eligible to sign the petition. The petition that Traffic Engineering provides will include the list of names of property owners who are eligible to sign.
6. The sponsor collects signatures. Signatures will be inspected by the City.
7. The sponsor or someone from the neighborhood collects money. A check or money order is submitted to Traffic Engineering, made payable to the Tax Collector, for the total of the agreed cost.
8. After payment is received, the City will install the project.



**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Discussion on Adding Fencing around Retention
Ponds

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the
Revised Mulch Proposals

Mulch Masters, LLC

230 Lee Road, Jacksonville, Fl 32225

904-727-1100 / 904-727-5187

mulchmasters.com / mulchmastersjax@gmail.com

3/22/21

Estimate

386-566-7454 - Mike

Village of Westport

- Playground Mulch installed - 30 yards - Total installed - \$1560
- Amenity Center - 26 yards - \$1352.00
- Common areas - 70 Yards - \$3640.00

Let me know if you have any questions

Thanks

Tito

Lou's Quality Lawn & Landscaping

9046620073
louslawnservice@yahoo.com

ESTIMATE
EST0037

DATE
08/12/2021

TOTAL
USD \$7,936.74

TO
Alice
academyofdreams@yahoo.com

DESCRIPTION	RATE	QTY	AMOUNT
Mulch purchased	\$32.99	126	\$4,156.74
Mulch installed	\$30.00	126	\$3,780.00
30 yards of nuggets			
70 yards of pine bark			
26 yards of pine bark			
TOTAL			USD \$7,936.74



10780 US Hwy 1, N.
Ponte Vedra, FL 32081

Estimate / Invoice

Date	Estimate #
8/26/2021	468

Name / Address		
Villages Of Westport CDD Jacksonville, FL 32218		
Customer Phone	Customer Fax	

Ship To

Terms
Pre-Pay

[illegible]

	Subtotal	\$8,502.00
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Phone #	Fax #
904-886-7080	

Sales Tax (6.5%)	\$0.00
Total	\$8,502.00

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Consideration Arsenault Proposal for Pump
Motor

Estimate

[illegible]

SIGNATURE

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations
110 -- 116

VILLAGES OF WESTPORT CDD

Payment Authorization 110
7/8/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	Comcast Business (paid online) 6713 SANDLE DR; 07/11/21-08/10/21	Acct: 2518167	\$ 119.79
2	Crystal Clean Repairs Reattached Pool Coping	1668	\$ 1,986.00
3	Grau & Associates Audit FYE 09/30/2020	21477	\$ 3,600.00
4	Hopping Green & Sams General Counsel thru 04/30/21	123554	\$ 1,529.00
5	Jacksonville Daily Record Legal Advertising on 07/08/21	21-04648D	\$ 120.01
6	JEA (paid online) 12060 Braddock Rd/12424 Cadley Cir; 05/26/21-06/30/21 6714/6794 Sandle Dr; 05/25/21-06/28/21	Acct: 0230853498 Acct: 8245040569	\$ 1,182.94 \$ 1,584.13
7	Leland Management, Inc. Management Fee: July 2021	6542	\$ 1,600.00
8	Rick Arsenault Pool Maintenance: July 2021	VOW621	\$ 1,224.38
9	Soitude Lake Management Lake & Pond Management: July 2021	PI-A00629858	\$ 1,034.38
10	Yellowstone Landscape Landscape Maintenance: June 2021	JAX 240697	\$ 3,615.75
TOTAL			\$ 17,596.38

Vanessa Rypoll

Secretary/Assistant Secretary

Syron Stewart

Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 111
7/22/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Services: June 2021	V0062021	\$ 5,491.00
2	PFM Group Consulting, LLC District Management Fee: July 2021 Postage/FedEx/Mailing: June 2021	DM-07-2021-51 OE-EXP-07-44	\$ 2,083.33 \$ 373.93

TOTAL	\$ 7,948.26
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Vernada Rypoll

Secretary/Assistant Secretary

Syron Stewart

Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 112
7/29/2021

		FY21	
Item No.	Payee	Invoice #	General Fund
1	Coastal Maintenance Storm Prep - Pool Area	3965	\$ 400.00
2	GNP Services, CPA Rebatable Arbitrage Calculation 01/31/20-01/31/21	6826	\$ 500.00
3	VGlobaITech Quarterly ADA Audit: April-June Monthly Website Fee: July 2021	2825 2919	\$ 300.00 \$ 100.00

TOTAL	\$ 1,300.00
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Vanessa Ripoll

Secretary/Assistant Secretary

Syron Stewart 8-15-21

Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 113
8/5/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting LLC Security Services: July 2021	V0072021	\$ 5,366.00
2	Coastal Maintenance Janitorial Services: August 2021	3976	\$ 765.00
3	Rick Arsenault Pool Maintenance: August 2021	VOW721	\$ 1,014.84
4	Supervisor Fees - 07/22/2021 Meeting Alice Sanford Henry Simmons	-- --	\$ 200.00 \$ 200.00
5	Yellowstone Landscape Landscape Maintenance: July 2021	JAX 250613	\$ 3,615.75
TOTAL			\$ 11,161.59

Veneva Rypoll

Secretary/Assistant Secretary

Chairperson

Syron Stewart 8-15-21

VILLAGES OF WESTPORT CDD

Payment Authorization 114
8/12/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	JEA (paid online)		
	12060 Braddock Rd/12424 Cadley Cir: 06/28/21-08/02/21	Acct: 0230853498	\$ 1,327.74
	6714/6794 Sandle Dr: 06/27/21-07/28/21	Acct: 8245040569	\$ 1,975.36
2	Solitude Lake Management		
	Lake & Pond Management: August 2021	PI-A00651652	\$ 1,034.38

TOTAL	\$ 4,337.48
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Vanessa Ripoll
Secretary/Assistant Secretary

Syrón Stewart 8 -28-21
Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 115
8/19/2021

Item No.	Payee	Invoice #	FY21 General Fund
1	Comcast Business (paid online) 6713 SANDLE DR; 08/11/21-09/10/21	Acct: 2518167	\$ 119.79
2	Hopping Green & Sams General Counsel thru 05/31/21	124415	\$ 137.50
3	PFM Group Consulting, LLC District Management Fee: August 2021 Postage/FedEx: July 2021	DM-08-2021-51 OE-EXP-08-43	\$ 2,083.33 \$ 16.66
<hr/>			
TOTAL			\$ 2,357.28

Venaaa Ripoll
Secretary/Assistant Secretary

Syrón Stewart 8-29-21
Chairperson

VILLAGES OF WESTPORT CDD

Payment Authorization 116

8/26/2021

Item No.	Payee	Invoice #	FY21 General Fund
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1	VGlobalTech		
	Monthly Website Fee: August 2021	2987	\$ 100.00

TOTAL	\$ 100.00
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Venada Ripoll

Secretary/Assistant Secretary

Syron Stewart 9-20-21

Chairperson

**VILLAGES of WESTPORT
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Villages of Westport CDD
Statement of Financial Position
As of 8/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account - CNB	\$206,740.93				\$206,740.93
State Board of Administration	5,042.04				5,042.04
Assessments Receivable		\$98,071.26			98,071.26
Debt Service Reserve 2005A		527,355.17			527,355.17
Revenue 2005A Bond		304,154.92			304,154.92
Interest 2005A		0.12			0.12
Prepayment 2005A		1,033.51			1,033.51
Sinking Fund 2005		0.18			0.18
Acquisition/Construction 2005A			\$56,408.04		56,408.04
Deferred Cost 2005A Bond			432,944.71		432,944.71
Total Current Assets	<u>\$211,782.97</u>	<u>\$930,615.16</u>	<u>\$489,352.75</u>	<u>\$0.00</u>	<u>\$1,631,750.88</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$832,543.90	\$832,543.90
Amount To Be Provided				6,797,456.10	6,797,456.10
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,630,000.00</u>	<u>\$7,630,000.00</u>
Total Assets	<u><u>\$211,782.97</u></u>	<u><u>\$930,615.16</u></u>	<u><u>\$489,352.75</u></u>	<u><u>\$7,630,000.00</u></u>	<u><u>\$9,261,750.88</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$2,772.92				\$2,772.92
Deferred Revenue		\$98,071.26			98,071.26
Total Current Liabilities	<u>\$2,772.92</u>	<u>\$98,071.26</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$100,844.18</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$7,630,000.00	\$7,630,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,630,000.00</u>	<u>\$7,630,000.00</u>

Villages of Westport CDD
Statement of Financial Position
As of 8/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Total Liabilities	<u>\$2,772.92</u>	<u>\$98,071.26</u>	<u>\$0.00</u>	<u>\$7,630,000.00</u>	<u>\$7,730,844.18</u>
<u>Net Assets</u>					
Fund Balance - Unreserved	(\$4,844.00)				(\$4,844.00)
Net Assets, Unrestricted	129,263.55				129,263.55
Net Assets - General Government	31,200.11				31,200.11
Current Year Net Assets - General Government	53,390.39				53,390.39
Net Assets, Unrestricted		\$1,212,335.31			1,212,335.31
Current Year Net Assets, Unrestricted		(379,791.41)			(379,791.41)
Net Assets, Unrestricted			(\$797,404.12)		(797,404.12)
Net Assets, Unrestricted			1,087,244.76		1,087,244.76
Current Year Net Assets, Unrestricted			199,512.11		199,512.11
Total Net Assets	<u>\$209,010.05</u>	<u>\$832,543.90</u>	<u>\$489,352.75</u>	<u>\$0.00</u>	<u>\$1,530,906.70</u>
Total Liabilities and Net Assets	<u>\$211,782.97</u>	<u>\$930,615.16</u>	<u>\$489,352.75</u>	<u>\$7,630,000.00</u>	<u>\$9,261,750.88</u>

Villages of Westport CDD

Statement of Activities

As of 8/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$83,839.31				\$83,839.31
Off-Roll Assessments	204,153.40				204,153.40
Other Income & Other Financing Sources	0.24				0.24
On-Roll Assessments		\$556,694.69			556,694.69
Off-Roll Assessments		326,640.21			326,640.21
Other Assessments		2,397,242.85			2,397,242.85
Inter-Fund Group Transfers In		(199,037.94)			(199,037.94)
Inter-Fund Transfers In			\$199,037.94		199,037.94
Total Revenues	<u>\$287,992.95</u>	<u>\$3,081,539.81</u>	<u>\$199,037.94</u>	<u>\$0.00</u>	<u>\$3,568,570.70</u>
<u>Expenses</u>					
Supervisor Fees	\$1,400.00				\$1,400.00
Public Official Insurance	3,110.00				3,110.00
Trustee Services	3,717.38				3,717.38
District Management	22,916.63				22,916.63
Field Management	16,000.00				16,000.00
Dissemination Agent	3,750.00				3,750.00
District Counsel	4,902.37				4,902.37
Assessment Administration	5,000.00				5,000.00
Audit	4,600.00				4,600.00
Arbitrage Calculation	500.00				500.00
Janitorial Service	6,630.00				6,630.00
Postage & Shipping	534.59				534.59
Legal Advertising	1,382.26				1,382.26
Office Miscellaneous	125.35				125.35
Web Site Maintenance	2,000.00				2,000.00
Dues, Licenses, and Fees	175.00				175.00
Amenity - Electric	31,685.28				31,685.28
Amenity - Telephone	598.75				598.75
Amenity - Dues & License	325.00				325.00
Amenity - Pool Maintenance	10,003.05				10,003.05
Amenity - R&M Grounds	5,186.00				5,186.00
Amenity - Security	48,160.00				48,160.00
General Insurance	3,785.00				3,785.00
Property & Casualty	4,130.00				4,130.00
General Repair & Maintenance	4,919.19				4,919.19
Lake Maintenance	11,107.01				11,107.01
Landscaping Maintenance & Material	36,157.50				36,157.50
Landscape Improvements	810.00				810.00
Community Events	1,033.50				1,033.50
Principal Payment		\$2,865,000.00			2,865,000.00

Villages of Westport CDD

Statement of Activities

As of 8/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Interest Payments		597,930.00			597,930.00
Total Expenses	<u>\$234,643.86</u>	<u>\$3,462,930.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,697,573.86</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$41.30				\$41.30
Interest Income		\$1,598.78			1,598.78
Interest Income			\$474.17		474.17
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$41.30</u>	<u>\$1,598.78</u>	<u>\$474.17</u>	<u>\$0.00</u>	<u>\$2,114.25</u>
Change In Net Assets	\$53,390.39	(\$379,791.41)	\$199,512.11	\$0.00	(\$126,888.91)
Net Assets At Beginning Of Year	<u>\$155,619.66</u>	<u>\$1,212,335.31</u>	<u>\$289,840.64</u>	<u>\$0.00</u>	<u>\$1,657,795.61</u>
Net Assets At End Of Year	<u><u>\$209,010.05</u></u>	<u><u>\$832,543.90</u></u>	<u><u>\$489,352.75</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,530,906.70</u></u>

Villages of Westport CDD
Budget to Actual
For the period through 8/31/2021

	Actual	Year To Date Budget	Variance	Adopted FY 2021 Budget
<u>Revenues</u>				
Assessments	\$ 287,992.71	\$ 263,931.25	\$ 24,061.46	\$ 287,925.00
Carry Forward Surplus	-	36,666.67	(36,666.67)	40,000.00
Net Revenues	\$ 287,992.71	\$ 300,597.92	\$ (12,605.21)	\$ 327,925.00
<u>General & Administrative Expenses</u>				
Public Official Insurance	\$ 3,110.00	\$ 2,986.50	\$ 123.50	\$ 3,258.00
Supervisor Fees	1,400.00	2,200.00	(800.00)	2,400.00
Trustee Services	3,717.38	3,410.00	307.38	3,720.00
District Management	22,916.63	22,916.67	(0.04)	25,000.00
Field Management	16,000.00	17,600.00	(1,600.00)	19,200.00
Dissemination Agent	3,750.00	4,583.33	(833.33)	5,000.00
Reamortization Schedule	-	458.33	(458.33)	500.00
District Counsel	4,902.37	4,583.33	319.04	5,000.00
Assessment Administration	5,000.00	4,583.33	416.67	5,000.00
Audit	4,600.00	5,958.33	(1,358.33)	6,500.00
Arbitrage Calculation	500.00	916.67	(416.67)	1,000.00
Postage & Shipping	534.59	229.17	305.42	250.00
Legal Advertising	1,382.26	1,375.00	7.26	1,500.00
Miscellaneous	125.35	916.67	(791.32)	1,000.00
Community Events	1,033.50	1,833.33	(799.83)	2,000.00
Web Site Maintenance	2,000.00	2,200.00	(200.00)	2,400.00
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00
Amenity - Water/Electric	31,685.28	41,250.00	(9,564.72)	45,000.00
Amenity - Telephone	598.75	1,375.00	(776.25)	1,500.00
Amenity - Insurance	4,130.00	3,784.92	345.08	4,129.00
Amenity - Dues & License	325.00	366.67	(41.67)	400.00
Amenity - Irrigation Repairs	-	2,750.00	(2,750.00)	3,000.00
Amenity - Pool Maintenance	10,003.05	8,800.00	1,203.05	9,600.00
Amenity - Access Control	-	1,558.33	(1,558.33)	1,700.00
Amenity - Janitorial	6,630.00	7,425.00	(795.00)	8,100.00
Amenity - Pest Control	-	1,100.00	(1,100.00)	1,200.00
Amenity - R&M Building	-	9,283.08	(9,283.08)	10,127.00
Amenity - R&M Grounds	5,186.00	4,583.33	602.67	5,000.00
Amenity - Security	48,160.00	64,166.67	(16,006.67)	70,000.00
General Insurance	3,785.00	3,635.50	149.50	3,966.00
General Repair & Maintenance	4,919.19	4,583.33	335.86	5,000.00
Irrigation	-	2,291.67	(2,291.67)	2,500.00
Lake Maintenance	11,107.01	11,000.00	107.01	12,000.00
Landscaping Maintenance & Material	36,157.50	42,166.67	(6,009.17)	46,000.00
Landscape Improvements	810.00	4,583.33	(3,773.33)	5,000.00
Right of Way Mowing	-	5,500.00	(5,500.00)	6,000.00
Contingency-Hurricane Repairs	-	3,483.33	(3,483.33)	3,800.00
Total General & Administrative Expenses	\$ 234,643.86	\$ 300,597.92	\$ (65,954.06)	\$ 327,925.00
Total Expenses	\$ 234,643.86	\$ 300,597.92	\$ (65,954.06)	\$ 327,925.00
Income (Loss) from Operations	\$ 53,348.85	\$ -	\$ 53,348.85	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 37.87	\$ -	\$ 37.87	\$ -
Other Income & Other Financing Sources	\$ 0.24	\$ -	\$ 0.24	\$ -
Total Other Income (Expense)	\$ 0.24	\$ -	\$ 0.24	\$ -
Net Income (Loss)	\$ 53,349.09	\$ -	\$ 53,349.09	\$ -