

# Villages of Westport Community Development District

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The regular meeting of the Board of Supervisors of **Villages of Westport Community Development District** will be held **Monday, July 24, 2023, at 5:30 pm at the Highlands Regional Library, 826 Dunn Avenue, Jacksonville, FL 32218**. The following is the agenda for this continued meeting.

Call in number: 1-844-621-3956

Passcode: 2536 634 0209

<https://pfmcdd.webex.com/join/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 April 24, 2023, Board of Supervisors' Meeting
2. Consideration of Addendum to Yellowstone Landscape Agreement
3. Consideration of Yellowstone Landscape Additional Services Order
4. Consideration of Yellowstone Irrigation Inspection Report and Repair Proposal
5. Consideration of Landscape Service Proposals
6. Review & Discussion of Remaining Construction Funds and Utilization
7. Discussion on Additional Fountains in the Ponds
8. Discussion Pertaining to Security Company
9. Discussion Pertaining to Audio Visual Equipment for Remote Meeting Attendance
10. Public Hearing on the Adoption of the District's Annual Budget
  - a. Public Comments and Testimony
  - b. Board Comments
  - c. Consideration of Resolution 2023-07, Adopting the Fiscal Year 2024 Budget and Appropriating Funds
11. Consideration of Resolution 2023-08, Levying O&M Assessments and Certifying and Assessment Roll
12. Consideration of Resolution 2023-09, Adopting the Annual Meeting Schedule for Fiscal Year 2023-2024
13. Discussion Pertaining to Amenity Policies
  - a. Clarification of Age Restriction
14. Public Hearing on the Adopting of Revised Amenity Policies
  - a. Public Comments and Testimony



- b. Board Comments
- c. Consideration of Resolution 2023-10, Adopting the Revised Amenities Policies
- 15. Letter from the Supervisor of Elections- Duval County
- 16. Ratification of Vendor Communication & Notification Policy
- 17. Ratification of Treadmill Repair
- 18. Ratification of Payment Authorizations 185 - 192
- 19. Review of District Financial Statements

#### **Other Business**

- Staff Reports
  - District Counsel
    - HOA License Agreement
    - Florida Commission on Ethics Training for Supervisors
  - District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

#### **Adjournment**





**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the  
Minutes of the April 24, 2023,  
Board of Supervisors' Meeting

## **MINUTES OF MEETING**

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES  
Monday, April 24, 2023, 5:30 p.m.  
1826 Dunn Avenue, Jacksonville, FL 32218**

Present and constituting a quorum in person or via speakerphone:

Yashekia Scarlett	Chairperson
Samuel Smith	Vice Chairperson
Melissa Ritter	Assistant Secretary
Alice Sanford	Assistant Secretary
Jolanda Dexter	Assistant Secretary

Also present were:

Vivian Carvalho	District Manager – PFM Group Consulting LLC	
Kwame Jackson	ADM – PFM Group Consulting LLC	(via phone)
Amy Champagne	District Accountant – PFM Group Consulting LLC	(via phone)
Jennifer Kilinski	KE Law Group – District Counsel	
Grace Kobitter	KE Law Group – District Counsel	
Tim Harden	Vesta Properties	
Jim Card	Advanced Security Specialist	

Various Audience Members present

## **FIRST ORDER OF BUSINESS**

### **Organizational Matters**

#### **Call to Order and Roll Call**

The meeting was called to order by Ms. Carvalho at 5:31 p.m. and roll call was initiated. Present are the following Board Members: Melissa Ritter, Samuel Smith, Jolanda Dexter, Yashekia Scarlett, and Alice Sanford. Others in attendance are listed above.

#### **Public Comment Period**

Ms. Kilinski provided an overview for the protocol of the meeting. Mr. Smith had some question concerning involving the HOA with security. A pond maintenance representative from Solitude provided an overview of the services they provide for the District; a few questions were raised by the residents. Mr. Hunter from Yellowstone provided an overview

of the matter concerning Lot 206 not being mowed due to the water retention in the area, it was suggested that an addendum to the contract be discussed.

The residents had some comments regarding having security gates at the entrances, lack of security in certain communities, issues with speeding in the neighborhoods, and the addition of stop signs at the entrance ways. There were concerns of certain resident behavior in the communities and issues with street parking.

Ms. Carvalho stated that the meeting would go into a shade meeting. Thirty minutes was allotted for the shade meeting. The Board of Supervisors' meeting was reconvened at 6:40 p.m.

## **SECOND ORDER OF BUSINESS**

### **General Business Matters**

#### **Review of Auditing Services Proposal**

On MOTION by Mr. Scarlett, seconded by Ms. Ritter, with all those in favor, the Board approved the Auditing Services Proposal from Berger & Toombs and agreed to enter into an engagement letter.

#### **Consideration of Proposal to Install Security Cameras at Entrances**

This item was deferred.

#### **Consideration of the Minutes of the January 23, 2023, Board of Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Scarlett, seconded by Mr. Smith, with all those in favor, the Board approved the Minutes of the January 23, 2023, Board of Supervisors' Meeting.

**Consideration of Proposal  
for Pool Enhancement**

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all those in favor, the Board ratified the proposal for Pool Enhancement for additional perimeter fence plant material.

**Discussion Pertaining to  
Installation of Fountains in  
the Ponds**

Mr. Harden will provide some information concerning their options at the next Board meeting.

**Discussion Pertaining to  
Amenity Policies  
a. Suspension of Privileges  
b. Age Restrictions**

The Board suggested that there be greater enforcement of the rules. They asked that no one under 18 be at the pool without adult supervision. There was discussion of suspension of privileges if rules are broken. A Public Hearing will need to be held for further discussion.

On MOTION by Mr. Smith, seconded by Ms. Scarlett, with all those in favor, the Board set a public hearing date for July 24, 2023.

**Discussion Pertaining to  
Adding Signage on the  
Empty Lots Owned by the  
District in Phase 3 and  
by the Ponds Throughout  
the Community**

The Board asked to have signs in the area that stated there will be No Fishing, No Trespassing, No Lifeguard on Duty, and one related to age restriction.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all those in favor, the Board approved the installation of additional signs with the Not To Exceed amount of \$3,000.00

**Discussion Pertaining to  
Installation of QR Codes  
Onsite**

There was some discussion of installing QR Codes around the community.

**Discussion Pertaining to  
Purchasing Cost for  
Storage Shed**

The Board mentioned that a restroom has been closed to be used for storage space and there is no current need for a storage shed.

**Consideration of Trash  
Company Services**

Mr. Harden provided two proposals he received; one from Waste Management for \$110.52 and one from Republic for \$228.52. This item was deferred.

**Discussion Pertaining to  
Benches by the Basketball  
Court**

This item was deferred.

**Discussion Pertaining to  
Upgrading Internet  
Services in the Amenity  
Center**

This item was deferred.

**Consideration of CDD  
Meeting Frequency**

This item was deferred.

**Discussion Pertaining to  
Board Compensation**

It was stated that everything was up to date concerning the Board compensation.

**Discussion Pertaining to  
Board Expectations**

There were some comments on the quality of work from vendors. Ms. Carvalho had some input concerning Board expectations and communication. She suggested that each Board member have a focus on specific aspects of the community. Mr. Smith would be in charge of landscaping, Ms. Sanford would be in charge of signage and special projects, and Ms. Scarlett will be in charge of field and security. There was also the suggestion of changing the lock to the Amenity Center closet.

**Consideration of  
Resolution 2023-05, Setting  
Public Hearing on FY24  
Budget (Declaring O&M)  
[Suggested Date, July 24,  
2023]**

Ms. Champagne provided some insight to the current budget. She explained that they will not have any carry-forward surplus from last year. Mr. Harden will review the landscaping proposal for the next meeting. The net revenue is \$395,650.00 with a gross assessment of \$557.67.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all those in favor, the Board approved Resolution 2023-05, Setting Public Hearing on FY24 Budget for July 24, 2023 at 5:30 p.m.

**Update of Entrance Signs  
Installation**

Mr. Harden will install the entrance signs.

**Update of Parking Lot  
Pothole**

Mr. Harden provided two proposals he received for the parking lot pothole. The Board decided on the proposal from All Weather Contractors for \$3,720.00.

On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all those in favor, the Board accepted the proposal from All Weather Contractors for \$3,720.00.

**Ratification of Payment  
Authorizations 173-184**

On MOTION by Ms. Scarlett, seconded by Ms. Dexter, with all those in favor, the Board ratified payment authorizations 173-184.

**Review of District Financial  
Statements**

The Board reviewed the District financials as of February 28, 2023.

On MOTION by Ms. Scarlett, seconded by Ms. Dexter, with all those in favor, the Board accepted the District Financial Statements.

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – No report

**District Engineer** – Not present

**District Manager** – Ms. Carvalho stated that the next meeting is scheduled for July 24 at 5:30 p.m. Mr. Card spoke about camera footage and security.

**Field Operation Report** – Mr. Harden provided some insight to some of the items he has been addressing, including replacing the shower valve out by the pool, replacing lighting that was not working on the right side of the entrance, the addition of another hinge to the gate, and replacing the battery on the exercise bike. He received a proposal of \$700.00 to take care of the dead pine tree by Crossfield.

On MOTION by Ms. Scarlett, seconded by Ms. Dexter, with all those in favor, the Board approved the proposal not to exceed \$700.00 to take care of the dead pine tree by Crossfield.

There was a request for the LGI Developer for a fence. Mr. harden will send an email to Ms. Carvalho for a follow up.

### **Audience Comments and Supervisor Requests**

There will be a Town Hall meeting on July 8, 2023 at 11:00 a.m. at the Pool Cabana.

On MOTION by Ms. Scarlett, seconded by Ms. Dexter, with all those in favor, the Board approved holding a Town Hall meeting on July 8, 2023 at 11:00 a.m. at the Pool Cabana.

### **FOURTH ORDER OF BUSINESS**

### **Adjournment**

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



On MOTION by Ms. Scarlett, seconded by Mr. Smith, with all those in favor, the April 24, 2023, Board of Supervisors' Meeting of the Villages of Westport CDD was adjourned at 8:28 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Addendum to  
Yellowstone Landscape Agreement



*Excellence*  
IN COMMERCIAL LANDSCAPING

## Villages of Westport



Landscape Maintenance Services Proposal  
prepared for

# VILLAGES OF WESTPORT ADDENDUM - ROADWAY MAINTENANCE AND ADDITIONAL ANNUALS

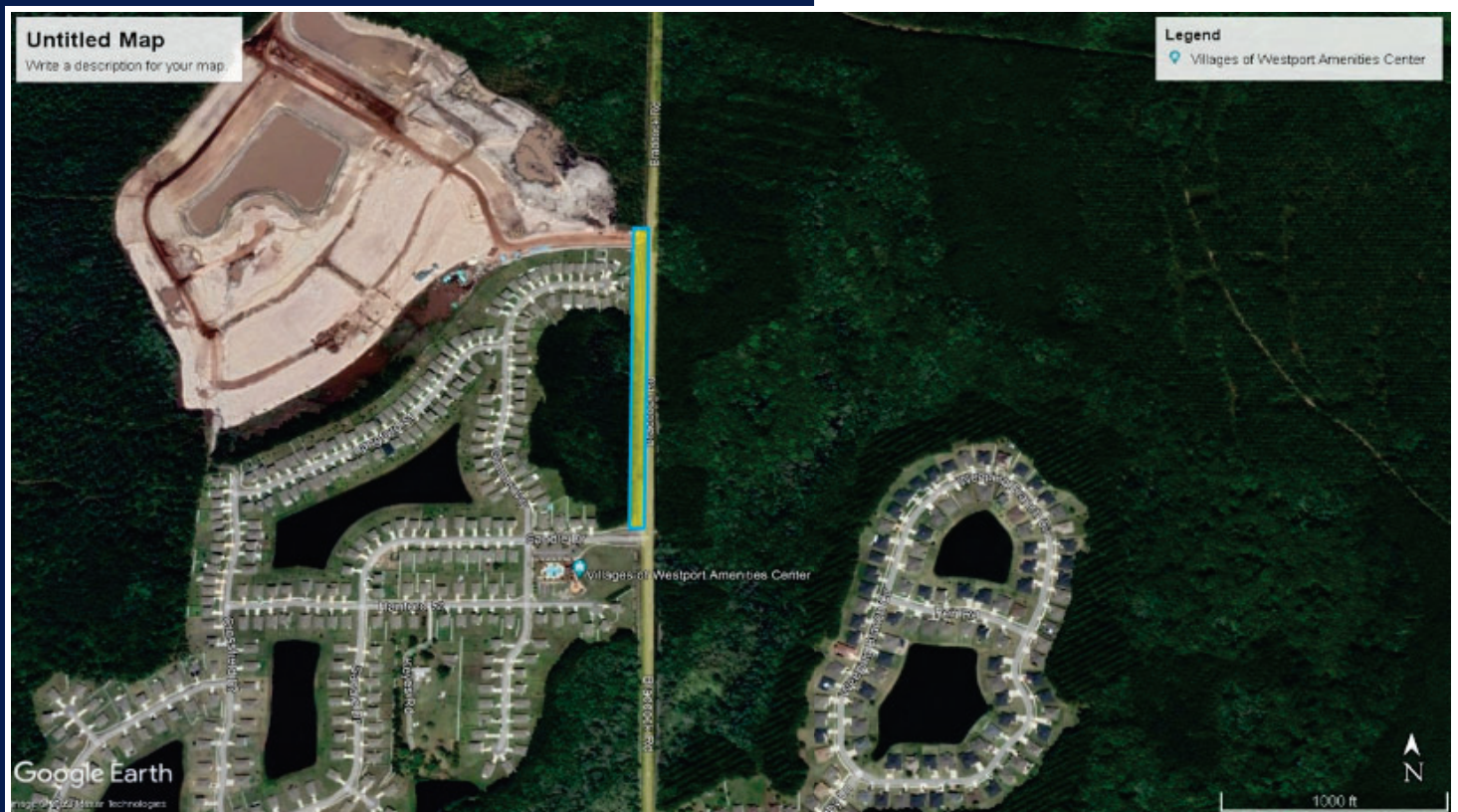
Not yet submitted

Timothy Harden

Vesta Property Services

# SERVICE MAP

The image below depicts the additional areas on the roadway to be maintained.



VILLAGES OF WESTPORT ADDENDUM - ROADWAY MAINTENANCE AND ADDITIONAL ANNUALS

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	VISITS
Roadway Maintenance	Frequency of Current Contract In Place for Mowing Occurences
Annual Flowers	4



# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE

ANNUAL GRAND TOTAL	\$8,532.00
MONTHLY GRAND TOTAL	\$711.00

CLIENT NAME:	Vesta Property Services
BILLING ADDRESS:	245 Riverside Avenue Jacksonville, Florida 32202
PROPERTY CONTACT:	Timothy Harden
PROPERTY CONTACT EMAIL:	tharden@vestapropertyservices.com
PROPERTY CONTACT PHONE:	9046126668
ADDENDUM EFFECTIVE DATE:	8/1/2023
ADDENDUM EXPIRATION DATE:	7/31/2024
INITIAL TERM:	One Year
PROPERTY NAME:	Villages of Westport Addendum - Roadway Maintenance and Additional Annuals
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	bpoor@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	9047607860
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$8,532.00** annually, in equal monthly installments billed in the amount of **\$711.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

**Presented by:** Yellowstone Landscape

**Accepted by:** Vesta Property Services

 **IGNATURE**  
timothy Harden

**Printed Name:** Christopher Adornetti, Officer

**Date:** Not yet accepted

**Printed Name:** Timothy Harden

**Date:** Not yet accepted





## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination for Cause:** If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Increased Costs/Additional Services:** Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

**Prevailing Provisions:** In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

## THANK YOU FOR YOUR TRUST

We look forward to working with you!

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[YELLOWSTONELANDSCAPE.COM](http://YELLOWSTONELANDSCAPE.COM)

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Yellowstone Landscape  
Additional Services Order

## **ADDITIONAL SERVICES ORDER FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**THIS ADDITIONAL SERVICES ORDER** (the “ASO”), dated May \_\_\_\_ 2023, is presented according to the requirements within the executed *Agreement for Landscape and Irrigation Maintenance Services*, dated December 1, 2019 (the “Agreement”), by and between:

**VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Duval County, Florida, with a mailing address of c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “District”), and

**YELLOWSTONE LANDSCAPE, INC.**, a Delaware corporation, whose principal address is 3235 North State Street, P.O. Box 849, Bunnell, Florida 32110 (“Contractor,” and together with District, the “Parties”).

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any and all Exhibits and Amendments thereto, Contractor will provide the work described in the estimate attached as **Exhibit A** to this ASO, consisting of installation of Podocarpus (the “Additional Work”).

**SECTION 2. COMPENSATION.** It is understood and agreed that the payment of compensation for the Additional Services under this ASO shall be a total of **\$735.71**, in accordance with the unit prices set forth in the attached **Exhibit A**. Contractor shall invoice the District for the Additional Work actually performed, and the District shall remit payment for such Additional Work pursuant to the terms of the Agreement. Such amount includes all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefit of the Additional Work.

**SECTION 3. WARRANTY.** The Contractor warrants to the District that all plant and landscaping materials (“Materials”) furnished under this ASO shall be new, consistent with the items set forth in the exhibit, and that all Materials shall be of good quality. All Materials installed by the Contractor as part of this ASO shall be warranted until the later of: (i) one (1) year from the date of acceptance of the Additional Services by the District; or, (ii) that certain date when the Agreement is terminated. Contractor shall replace or repair warranted Materials to the District’s satisfaction and at the District’s discretion. Neither final acceptance of the Additional Services nor final payment therefore, nor any provision of the Agreement or this ASO, shall relieve Contractor of the responsibility for defective or deficient Materials. If any of the Materials installed by the Contractor pursuant to this ASO are found to be defective, deficient, or not in accordance with the Agreement and this ASO, then the Contractor shall correct, remove and replace such Materials promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 4. ACCEPTANCE.** Execution of this ASO will authorize Contractor to complete the Additional Work as outlined above in addition to the Services set forth in the Agreement. Contractor shall commence the aforesaid authorized Additional Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this ASO, remain in full force and effect. To the extent that any other terms provided in **Exhibit A** conflict with the terms of this ASO, the terms of this ASO shall control.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Additional Services Order to be executed the day and year first above written.

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairman/Vice Chairman, Board of Supervisors

**YELLOWSTONE LANDSCAPE, INC.**

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

**Exhibit A:** Proposal for Additional Services (#280131)

## EXHIBIT A



Proposal #280131

Date: 01/31/2023

From: Michael Hunter

**Proposal For**

Villages of Westport CDD

do Vesta Property Services

12546 Dewhurst Circle

Jacksonville, FL 32218

main:  
mobile:

**Location**

12282 Dewhurst Cir,

Jacksonville, FL 32218

Property Name: Villages of Westport CDD

Podocarpus Test Additions to Front Pool Fence

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Podocarpus, 3 GAL	18.00	\$21.43	\$385.71
General Labor	5.00	\$70.00	\$350.00

**Client Notes**

Add 18 (9 each side) of front pool fence on inside of fence. labor price includes pick up and delivery of plant materials.

SUBTOTAL	\$735.71
SALES TAX	\$0.00
TOTAL	\$735.71

Signature

x

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

Contact

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

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

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

Assigned To

Michael Hunter

Office:

mhunter@yellowstonelandscape.com



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of  
Yellowstone Irrigation Inspection Report  
and Repair Proposal



**YELLOWSTONE**  
LANDSCAPE

# PROPOSAL

W. O. #

NAME

ADDRESS

DATE

Villages of Westport  
1282 Dewhurst Circle  
6/21/23 PG 1 OF 1

#		EACH	EXTNSN
	• Clubhouse Clock		
2	Broken 6" R.B. pop-up sprays Zones 1+3	16. <sup>00</sup>	\$ 32. <sup>00</sup>
4	Broken/Clogged Nozzles	2. <sup>50</sup>	10. <sup>00</sup>
	Zone 20: wire short/Error in Clock. time to Find		
	Valve and diagnose Issue 2 Labor hours.		
	• Entrance Clock:		\$ -
1	Lateral break in Zone 5, Along property wall		\$ -
	(Asst. pvc Fittings)	55. <sup>00</sup>	\$ 55. <sup>00</sup>
	• Property Sign Clock:		\$ -
1	Broken rotor Zone 1	25. <sup>00</sup>	\$ 25. <sup>00</sup>
2	Broken R.B. 6" pop-up Sprays	16. <sup>00</sup>	\$ 32. <sup>00</sup>
1	Lateral break in Zone 3 Along wall. (Asst. pvc Fitts)	55. <sup>00</sup>	\$ 55. <sup>00</sup>
6	Broken/Clogged Nozzles	2. <sup>50</sup>	\$ 15. <sup>00</sup>
	Zone 5: Wire short/Error in Clock. time to Find		\$ -
	Valve and diagnose Issue. 2 Labor hours.		\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 224. <sup>00</sup>

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
TECH	10	930	\$ 930. <sup>00</sup>
			\$ -
			\$ -
LABOR & RENTAL TOTAL			

Approved

Not Approved

## PROPOSED WORK

	MATERIALS	\$ 224. <sup>00</sup>
	LABOR & RENTAL	930. <sup>00</sup>
	TOTAL	\$ 1154. <sup>00</sup>

DATE COMPLETED 6/21/23

TECH: William

CLIENT



# Irrigation Inspection Report

W. O. # Clubhouse Clock  
 NAME Villages of Westport  
 ADDRESS 12282 Dewhurst Circle  
 DATE 6/19/23 PG    OF   

START TIME(S)	9 pm
START TIME(S)	11 pm
START TIME(S)	

RUN DAYS						
A	S	M	<u>T</u>	W	T	<u>F</u>
B	S	M	T	W	T	F
C	<u>S</u>	<u>M</u>	T	<u>W</u>	<u>T</u>	<u>F</u>

WATER SOURCE B.F./City  
 CLOCK TYPE R.B. Esp-ME  
 RAIN/FREEZE SWITCH NO

ZONE #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
TYPE (S,R,B,D)	S	S	S	S	S	S	S	S	D	R	R	R	R	R	R	D/S
RUN TIME	15	20	20	15	15	15	15	20	20	40	40	45	45	45	45	30
PROGRAM																

S=spray heads R=rotor heads B=bubblers D=drip, netafim or micro sprays

ADJUSTMENTS	<u>①</u>		<u>②</u>		<u>③</u>											
PARTIAL CLOGS																
STRAIGHTENED		✓		<u>④</u>			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Note: Above items are part of irrigation wet check

BROKEN PIPE																
BROKEN HEADS	1		1													
BROKEN NOZZLES																
SEVERELY CLOGGED																
INCORRECT NOZZLES	2															
CHANGE TO 6"																
CHANGE TO 12"																
CHANGE POP UP TO RISER																
RAISE HEADS (coverage)																
MISSING HEADS																
NON TURNING ROTORS																
VALVE FAILURE																
SPRAY TO ROTORS																

Note: Circled items are completed

Comments Zone 1: Broken head + 2 Clogged Nozzles by Handicap Sign Please stamp here  
Zone 3: broke head on the Rt. of Way back of Pool.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE COMPLETED 6/19/23 TECHNICIAN William CLIENT \_\_\_\_\_





# Irrigation Inspection Report

W. O. #  
NAME  
ADDRESS  
DATE

Club House clock cont.  
Villages OF Westport  
12282 Dewhurst Circle  
6/19/23 PG OF

START TIME(S)	9 pm
START TIME(S)	11 pm
START TIME(S)	

	RUN DAYS						
A	S	M	T	W	T	F	S
B	S	M	T	W	T	F	S
C	S	M	T	W	T	F	S

WATER SOURCE B.F. / city  
CLOCK TYPE R.B. ESP-IME  
RAIN/FREEZE SWITCH No

ZONE #	17	18	19	20	21										
TYPE (S,R,B,D)	D/S	D	D/S		D										
RUN TIME	30	15	30	15	15										
PROGRAM															

S=spray heads R=rotor heads B=bubblers D=drip, netafim or micro sprays

ADJUSTMENTS															
PARTIAL CLOGS															
STRAIGHTENED	✓	✓	✓		✓										

Note: Above items are part of irrigation wet check

BROKEN PIPE															
BROKEN HEADS															
BROKEN NOZZLES															
SEVERELY CLOGGED															
INCORRECT NOZZLES															
CHANGE TO 6 "															
CHANGE TO 12"															
CHANGE POP UP TO RISER															
RAISE HEADS (coverage)															
MISSING HEADS															
NON TURNING ROTORS															
VALVE FAILURE				X											
SPRAY TO ROTORS															

Note: Circled items are completed

Comments Zone 20: Wire short, as shown in clock. Not water coming on. Please stamp here


DATE COMPLETED 6/19/23 TECHNICIAN William CLIENT







**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Landscape Service Proposals



# VILLAGES OF WESTPORT CDD

LANDSCAPE | IRRIGATION | CONTRUCTION | GOLF

A close-up photograph of dense, lush green foliage, likely tropical plants, filling the background of the lower half of the page. The leaves are various shades of green, some with yellow and brown variegation.

**PREPARED FOR:**

**TIM  
HARDEN**  
OPERATIONS  
MANAGER

245 Riverside Avenue, #300  
Jacksonville, FL 32202  
Phone: (904) 612 6668  
Email: [tharden@vestapropertyservices.com](mailto:tharden@vestapropertyservices.com)  
Website: [www.vestapropertyservices.com](http://www.vestapropertyservices.com)

Proposal issued:  
**13 July 2023**

Proposal valid for 30 days.



Dear Tim,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “Natural Joy” to our customers. We understand the high standards our customers require and constantly seek to be the “Service Provider of Choice” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

Take a peek at our ICARE values and please think of them as you reflect on the time you have spent with Down to Earth so far.

#### INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

#### COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

#### ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

#### RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

#### EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Respectfully,



*Anna Buckhold*

*Business Developer*

*(954) 439-2662*

*Anna.Buckhold@down2earthinc.com*

# OUR COMMITMENT TO YOU

## #1: COMMUNICATION

During our conversations, I learned that you are interested in receiving proactive communication.

- Your dedicated Down To Earth Account Manager and other professional technicians will check in with you or your representative each time they are on site.
- Down to Earth will provide a monthly calendar that communicates to you when we will be there to perform scheduled services such as mowing, pruning, irrigation services, etc.

## #2: REPORTING

It was indicated that reporting was not being provided as effectively as it could be.

- Your dedicated Account Manager will walk thru and review Villages of Westport CDD every week making sure attention-to-detail is up to our ICARE standards.
- Issues like dead trees, declining plant life and/or various other callouts will be documented promptly, along with a game plan on how to rectify quickly and cost-effectively, if applicable.

## #3: EXPERTISE

It was indicated that several distinct locations on the property require more attention to detail than what is currently being provided.

- Various members of the DTE team have visited the property several times in the past few weeks. Collectively we list the following concerns: weed growth across multiple areas, dead plant material in need of removal, detail work needed in distinct locations and a potential callout on particular sprinkler heads.
- DTE will continue to work together to address and mitigate issues in a prompt manner.

**Villages of Westport CDD only prospers when partnered with  
a company that is the right fit – such as Down To Earth!**

# COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



## DIFFERENCE



**Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.**

Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

# ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

## OUR GOAL

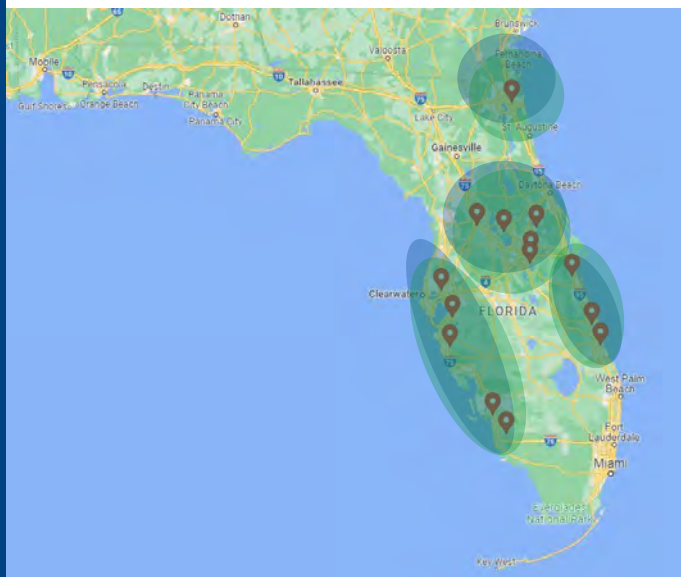
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

## CERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

## 450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

## LOCATIONS

### CENTRAL

Lake Nona  
Mount Dora  
Orlando  
Sanford  
The Villages

### NORTH

Jacksonville

### SOUTHEAST

Vero Beach  
Fort Pierce  
Viera

### SOUTHWEST

Sarasota  
Ruskin  
Fort Myers  
Naples  
Tampa

# COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



## THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

## HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our “**Green Vest Training**” program that focuses on the safe operation of all equipment and machinery.

## PREVENTATIVE MAINTENANCE PROGRAM

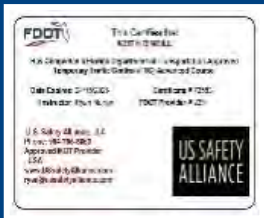
- Participate in weekly “toolbox talks” to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

## SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.



# LICENSES, CERTIFICATIONS, & INSURANCE BONDING



To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

# APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.

## CORE COMPETENCIES

MAINTENANCE  
IRRIGATION  
CONSTRUCTION  
ENHANCEMENTS &  
INSTALLATION  
FERTILIZATION &  
PEST CONTROL  
GOLF



# MAINTENANCE SERVICES AVAILABLE

## MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

## TRIMMING & EDGING

Performed around beds, curbs, streets, trees, and buildings.

## IRRIGATION

From system installation to regular checks & audits and on-going maintenance of the irrigation system.

## FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

## INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

## PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

## TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

## MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

## ANNUAL FLOWERS

Proper spacing will be utilized per plant species variety to ensure proper growth.

## DESIGN & INSTALL

In house capability to provide full design and install of new material to bring your vision to life.

## STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit [www.dtelandscape.com/all-services/](http://www.dtelandscape.com/all-services/)

Note: Detailed scope of services included with pricing and contract.



# STATE OF THE ART SERVICE

## LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



### UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.



### INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.



### INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

# CUSTOMER SERVICE & COMMUNICATION

## CUSTOMER LINK WORK ORDER SYSTEM

Through access on a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink include:

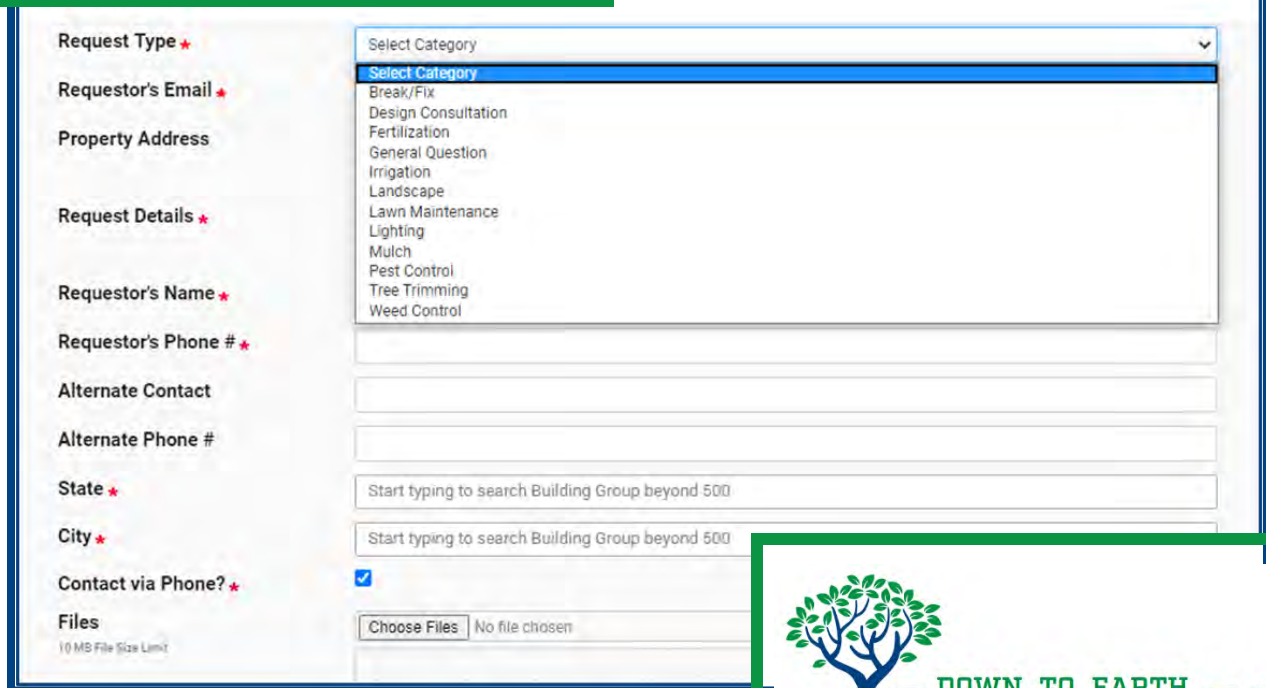
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

**TIMELY COMMUNICATION AND  
TRACKING REQUESTS ARE A TOP  
PRIORITY**

## CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number



The screenshot shows a web form for submitting a request. On the left is a sidebar with labels: Request Type, Requestor's Email, Property Address, Request Details, Requestor's Name, Requestor's Phone #, Alternate Contact, Alternate Phone #, State, City, Contact via Phone?, and Files. The main area contains a 'Select Category' dropdown menu with options: Break/Fix, Design Consultation, Fertilization, General Question, Irrigation, Landscape, Lawn Maintenance, Lighting, Mulch, Pest Control, Tree Trimming, and Weed Control. Below the dropdown are input fields for the other sidebar items. The 'Contact via Phone?' field has a checked checkbox. The 'Files' section shows a 'Choose Files' button and 'No file chosen' text. At the bottom left of the form, it says '10 MB File Size Limit'.

# DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.



## SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

## NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

## PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.



[illegible]

# PERSONNEL

## MEET THE TEAM



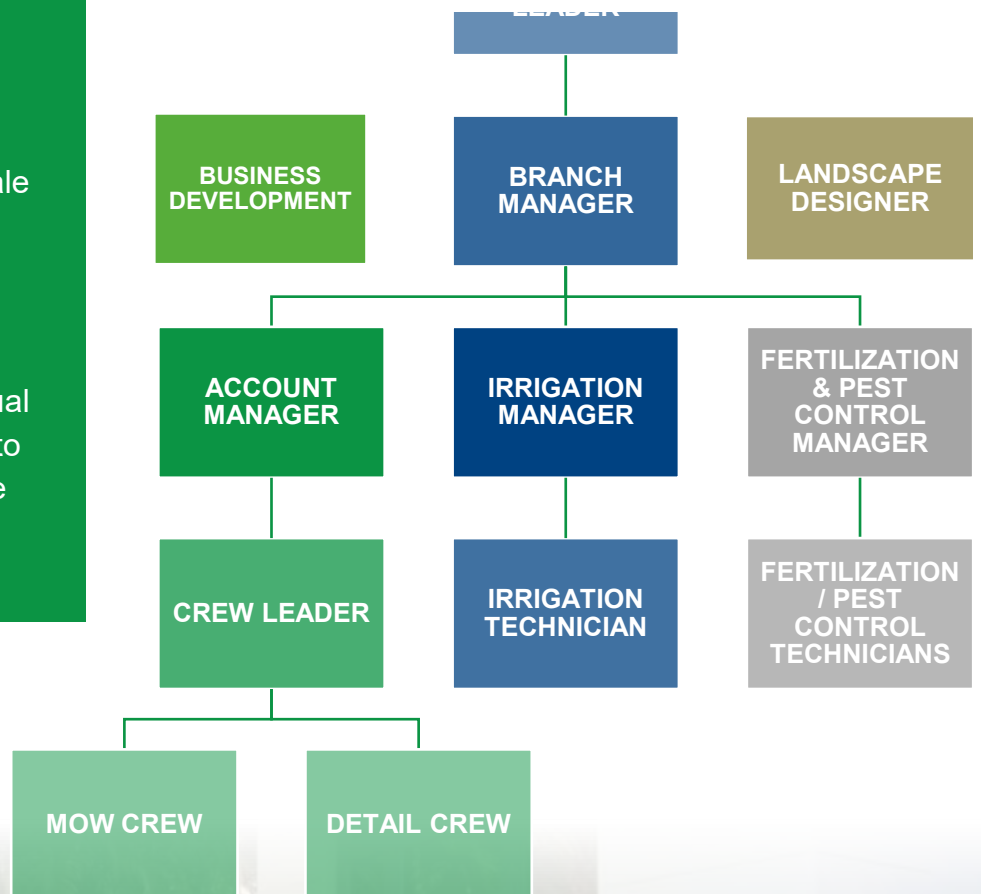
Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

**OUR TEAM IS COMMITTED TO CREATING  
THE HEALTHIEST AND MOST VIBRANT  
LANDSCAPE FOR YOU**

# ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".





# YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.



## REGIONAL OPERATIONS LEADER

- TOM LAZZARO - [Tom.Lazzaro@dtelandscape.com](mailto:Tom.Lazzaro@dtelandscape.com)
- Leads the region and provides support and resources.

## BRANCH MANAGER

- JOE CRESPI - [Joe.Crespi@down2earthinc.com](mailto:Joe.Crespi@down2earthinc.com)
- Leads multiple field teams and is responsible for the operations for your property.

## ACCOUNT / PROJECT MANAGER

- JD DAVIS - [James.Davis@down2earthinc.com](mailto:James.Davis@down2earthinc.com)
- Manages the on-site maintenance crews as the primary onsite point of contact.

## BUSINESS DEVELOPMENT

- ANNA BUCKHOLD - [Anna.Buckhold@down2earthinc.com](mailto:Anna.Buckhold@down2earthinc.com)
- Provides key information on services to ensure a smooth onboarding process. Maintains in contact for continued progress and success.

# MAINTENANCE PROJECTS & REFERENCES



Islander Townhomes  
100 Islander Drive  
Saint Augustine, FL 32080



Carriage Homes at  
Makarios  
1300 Makarios Drive  
Saint Augustine, FL 32080



Oxford Chase  
11003 Castlemain Circle  
East  
Jacksonville, FL 32256



Springs at Flagler Station  
12585 Flagler Center  
Boulevard  
Jacksonville, FL 32258



# PROPOSAL PRICING

PREPARED FOR VILLAGES OF WESTPORT CDD



**BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY,  
PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE  
TO BEST SERVE YOUR PROPERTY.**



# LANDSCAPE & IRRIGATION PROPOSAL

Villages of Westport CDD  
12546 Dewhurst Circle  
Jacksonville, FL 32218

## Pricing Summary

Base Maintenance	\$46,560.00	Annually
Irrigation Maintenance	\$1,920.00	Annually
Fertilization / Pest Control Services	\$7,440.00	Annually
Annuals	\$5,890.00	Annually

**Total \$61,810.00**

*Monthly \$5,150.83*

## Additional Services

Mulch	Priced upon request
Palm Pruning (above 12 ft)	Priced upon request

**Pricing valid for 30 days.**

# PROPOSED TERMS & SCOPE OF SERVICES

## LANDSCAPE MAINTENANCE PROGRAM

### TURF GRASS SPECIFICATIONS

#### i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. **(Approximately 42 cuts annually.)**

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3", depending on seasonal requirements.

#### ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

**iii. Trimming**

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

**iv. Debris Removal**

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of DTE.

**v. Fertilization**

Irrigated Turf shall be fertilized up to six (6) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost. All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

**vi. Insect & Disease Control**

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

## **PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION**

### **i. Pruning**

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

### **ii. Tree Pruning**

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

### **iii. Palm Pruning**

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

DTE can provide service for Palms over a maximum height of 12' upon Customer request at an additional cost.

**iv. Crape Myrtle Pruning**

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

**v. Edging and Trimming**

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

**vi. Fertilization**

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to four (4) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

**vii. Insect and Disease Control**

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

**viii. Weed Control**

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.



## IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a Time and Material rate.

**DTE is approved to make repairs up to \$500 per wet check or work order without approval of Customer.**

## MULCHING

Mulch is not provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

## ANNUAL FLOWERS MAINTENANCE PROGRAM – INCLUDED.

Annual Flowers are provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

620 Annual Flowers/Four Rotations. Locations are as follows: Devinston community sign, Creston community sign, Keniston community sign, Amenities center and South Entrance.



## **ADDITIONAL SERVICES**

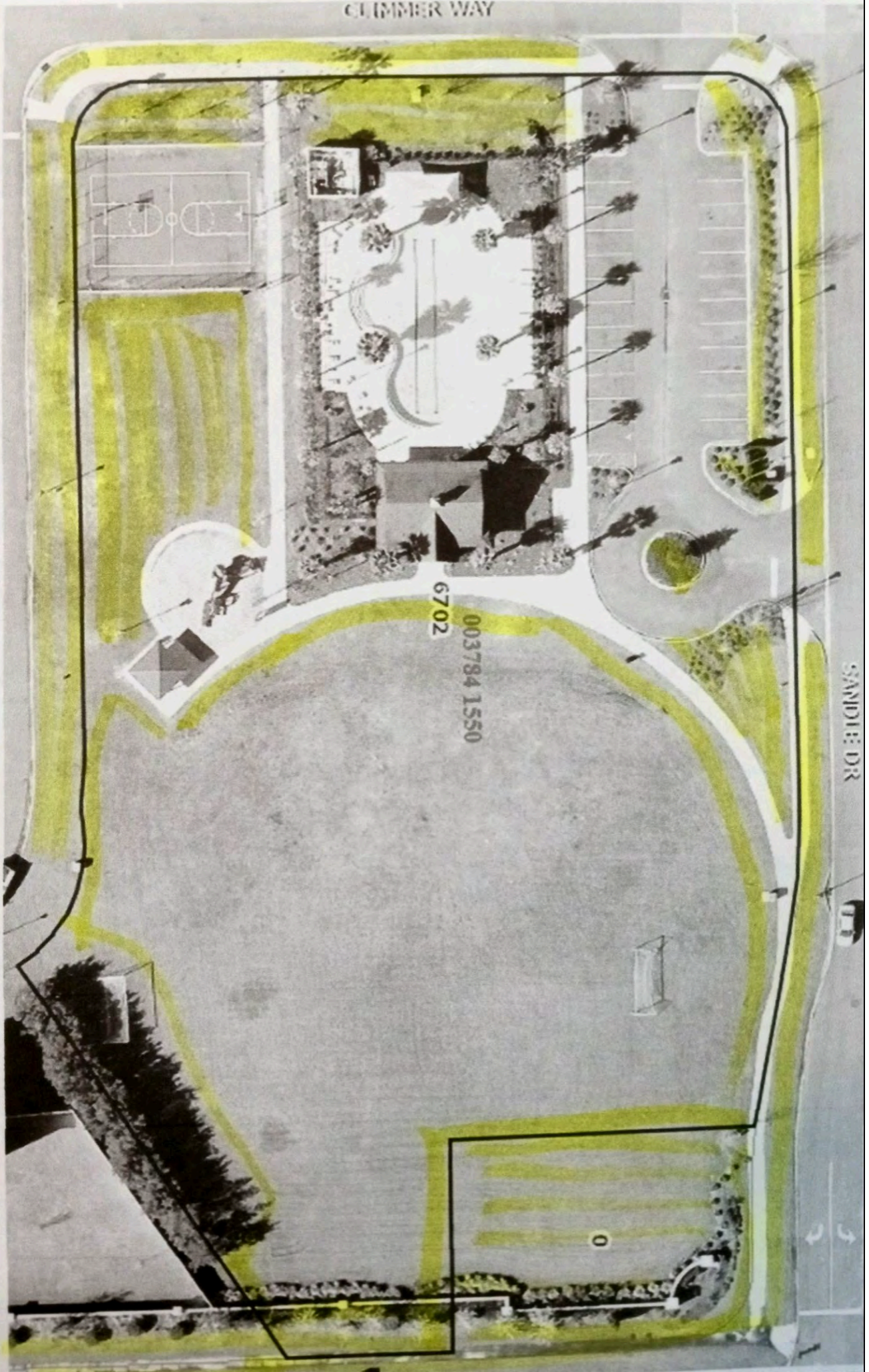
DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from Customer. Rates for labor shall be provided upon request.



# Amenity Center Field

CLIMBER WAY



SADDLE DR



Right of Way on Braddock Rd



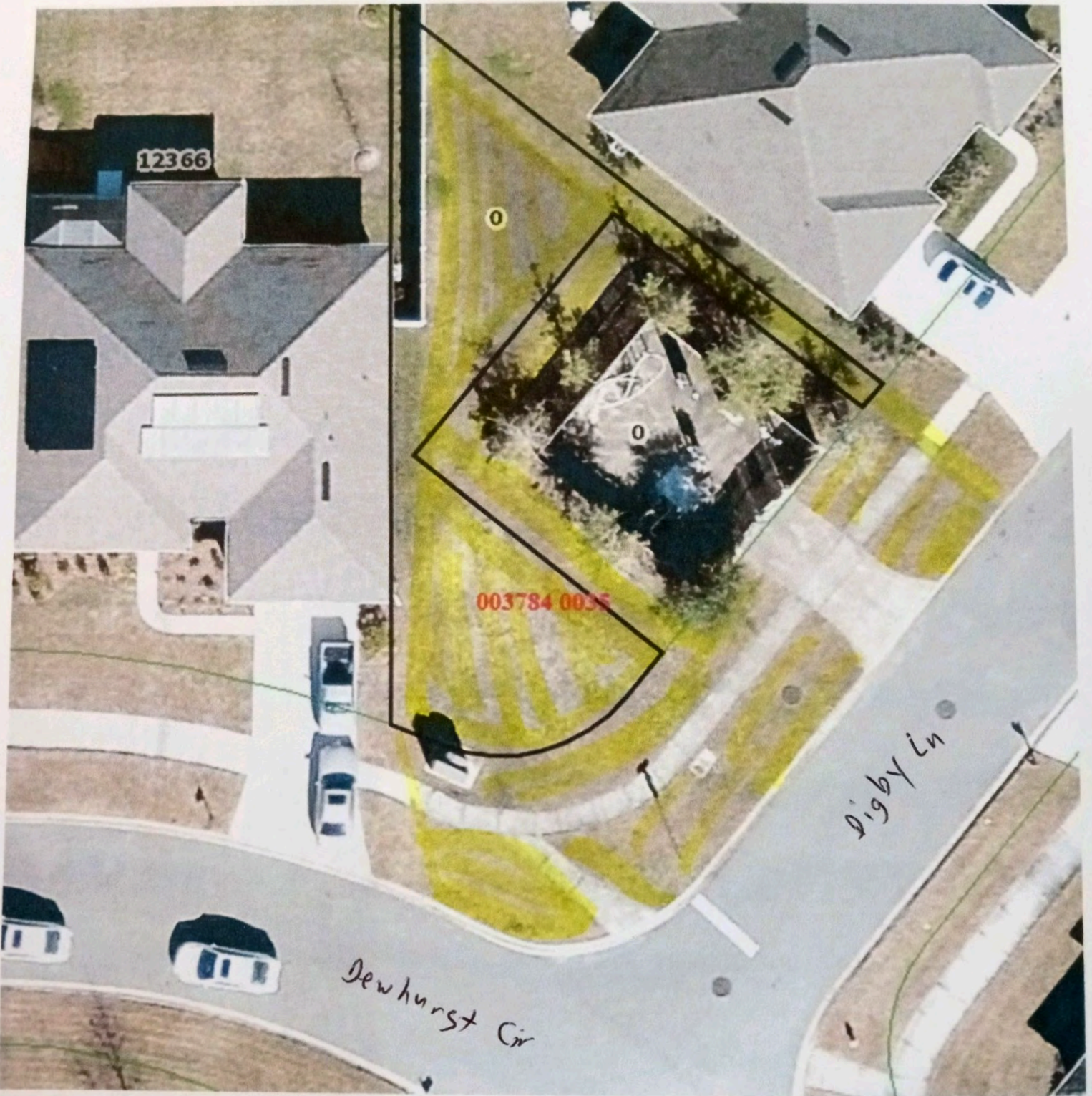


Right of Way on Braddock Rd





JE A Lift station





# JEA Lift Station





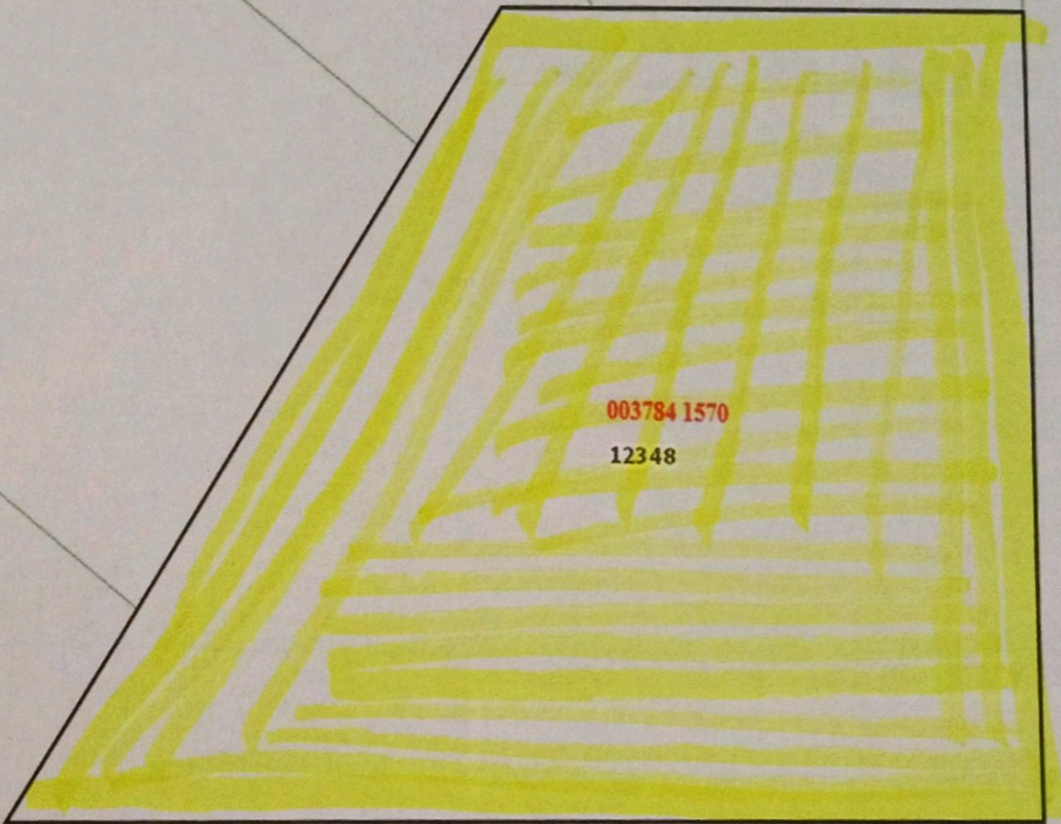
# JEA Lift Station

Sandle Dr





Mailbox Kiosk



003784 1570

12348

Glimmer Way

12342



Monument at South Entrance





Hanford St







# THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU  
AND VILLAGES OF WESTPORT CDD.





July 12, 2023

## **Villages of Westport Maintenance Proposal**

LawnBoy Lawn Services agrees to provide lawn maintenance services for the existing landscaped areas of your property. Our proposed services are outlined below:

**Monthly Lawn Maintenance – 12-month agreement**  
**\$ 4,785.00 per month (\$ 57,420.00 annually)**

### **Standard services include:**

- Mowing of maintained areas.
- Edging of all concrete surfaces.
- Soft edging of mulch beds.
- String trimming.
- Weed removal from beds.
- Shrub trimming as needed.
- Trash pickup from landscaped areas.
- Blowing off debris.
- Regular irrigation checks.

### **Fertilization and Weed Control:**

- Turf: 6 Applications Per Year
- Shrubs: 6 Applications Per Year
- Lawn treatments to include broadleaf weed control, insecticide suppression, disease suppression and fertilization.
- Call backs will include spot treatment of up to 20% of the turf area for specific target issue.
- Treatment for Take All Root Rot is not included as it remains in the soil and is practically impossible to eliminate once introduced/found in the soil.
- Chinch bug suppression is limited to retreat only.





### **Miscellaneous:**

- LawnBoy Lawn Services is responsible for the repair of any irrigation heads damaged by mowers or equipment during the servicing of your property.
- We have enclosed site maps provided by Tim Harden as part of our proposal. The areas to be maintained are highlighted in yellow.

### **Service Schedule:**

- St. Augustine turf areas will be mowed weekly during the growing season (April 1-September 30) and mowed bi-weekly during the cool season (October 1-March 31). St. Augustine will be mowed at a height of 4.5'-5.'
- Bahia turf will be maintained on the same rotation as St. Augustine. The cut height, however, will be 3.5-4."
- All concrete edges (hard edges) will be edged bi-weekly during the growing season and monthly during the cool season. All ornamental beds and tree rings (soft edges) will be edged bi-weekly during the growing season and monthly during the cool season. Edging will be rotated weekly, hard edges the first week and soft edges the following week.
- Tree care: Tree canopies over sidewalks and other pedestrian areas will be maintained at a height of 8 feet to allow walking space. Roadways in the property will have trees maintained at a canopy height of 10 feet.
- Ornamental shrubs shall be pruned as needed to ensure a neat professional appearance.

### **Optional Services:**

- Irrigation repair is available at the hourly rate \$ 75.00 + parts.
- Mulching is available as an ad-hoc service.
- Additional tree cutting/removal services are available.
- Planting of flowers is available quarterly or twice per year based upon your preference. Pricing is available based upon your further guidance regarding intervals and flower types.



**General Provisions:**

1. This proposal is provided specifically for Villages of Westport.
2. Payment is net 30 days from date of invoice.
3. This proposal is based upon a one-year contract in which either party can terminate this agreement without penalty with a written thirty-day notice.
4. This contract will automatically be renewed if not canceled by either party no later than 30 days from the renewal date. If the contract is automatically renewed, the pricing will be increased by 4% per year to account for inflation.

**Acceptance of Proposal for Villages of Westport**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board President

# LANDSCAPE MAINTENANCE PROPOSAL



Villages of Westport

Tim Harden, Vesta

6702 Sandle Dr, Jacksonville, FL 32218

July 11, 2023







The Greenery, Inc. very much appreciates the opportunity to submit a proposal for the landscape maintenance at the Villages of Westport. The Greenery has been providing professional landscape installation and maintenance services locally since 1973. The Greenery is proud to be EMPLOYEE OWNED, enabling all OUR EMPLOYEES TO TAKE AN “OWNER’S INTEREST” in providing the highest quality services to our clients.

We welcome an opportunity to PRESENT BEFORE YOUR BOARD to answer any questions you may have about our proposal and why we are THE RIGHT COMPANY TO PARTNER WITH. Our performance will not only enrich the value of your property by improving the aesthetics and health of your landscape but will also enhance your resident and guest experiences overall.

In addition to our pricing and scope of services, we have provided in this proposal what you can expect to see in the first 90 days with us, a brief history of The Greenery, who the key players for your service will be, as well as the advantages gained by allowing us to partner with you. We are confident that you will find The Greenery's reputation for exceptional services, rates and staff is well deserved. We are equally certain that we will ensure and enhance the value of your property and exceed your expectations.

The Greenery, Inc. is committed to operating as your service partner to maintain and improve your property. We feel that maintaining good communication with our clients is very important to the success of your landscape. When you are ready to discuss our proposal further, please contact me. I look forward to discussing this with you.

Respectfully submitted,  
The Greenery, Inc.

*Stacy Montoya*

Stacy Montoya  
Business Developer  
904-627-5838  
[StacyMontoya@thegreeneryinc.com](mailto:StacyMontoya@thegreeneryinc.com)

*Keith King*

Keith King  
Branch Manager  
904-468-9558  
[keithking@martexlandscape.com](mailto:keithking@martexlandscape.com)





# Why Choose The Greenery?

... Because it matters to you,  
it's everything to us.



## 100% EMPLOYEE OWNED

results in great service to our customers



## HIGH RANKING SAFETY STANDARDS



## BEAUTIFUL, QUALITY LANDSCAPE SERVICES



## COMPETITIVE PRICING



## CUSTOMIZED COMMUNICATIONS

on-site meetings, emails, phone calls, texts

— **WHATEVER IT TAKES**



## CUSTOMER SATISFACTION

having YOU as a highly satisfied customer

— striving to **EXCEED YOUR EXPECTATIONS**





# COMPANY PROFILE



**FOUNDED** 1973 | Employee Owned Since 2003

**SENIOR MANAGEMENT** W. Lee Edwards | President & CEO  
Ben Campsey, CPA | Chief Financial Officer  
Janet DeNicola | Chief Technology Officer

**RANKED** #28 in the Country by Lawn & Landscape Magazine

**REVENUE** \$60M+ per year

**EMPLOYEES** 650+

## STAFF SUMMARY

Horticulturists	36	Crew Foremen	167
FL Certified Applicator		Certified Landscape	
License Holder	1	Technicians	26
SC Certified Applicators	36	Seasonal Color Technicians	16
GA Certified Applicators	9	Certified Irrigation Technicians	23
Area Supervisors	51	Mechanics	18

## EQUIPMENT

Vehicles	350+	Sports Turf Mowers	18
Tractor/Bobcats	27	Mini-Loaders	11
Production Mowers	250	2 Cycle Equipment	1,000+
Wide Area Mowers	10		



**Bluffton – Hardeeville Office**  
2724 Medical Center Dr.  
Hardeeville, SC 29927

**Beaufort Office**  
177 Bay Pines Road  
Beaufort, SC 29906

**Charleston Office**  
489 A Deanna Lane  
Charleston, SC 29492

**Construction Office**  
2724 Medical Center Dr.  
Hardeeville, SC 29927

**Daytona Beach Office**  
140 S. Beach Street, Ste 310  
Daytona Beach, FL 32114

**Greenville – Spartanburg Office**  
1003 Woods Chapel Road  
Greer, SC 29334

**Hilton Head Island – Daufuskie Island**  
97 Arrow Road  
Hilton Head, SC 29928

**Jacksonville Office**  
1417 Avery Road, Ste 200  
Amelia Island, FL 32034

**St. Augustine Office**  
Under Construction/  
Opening 2023

**Hilton Head Island – Corporate Office**  
93 Arrow Road  
Hilton Head, SC 29928

**Hilton Head Island – Garden Center & Nursery**  
960 William Hilton Pkwy.  
Hilton Head, SC 29928

**Palmetto Bluff Office**  
71 Ormsdale  
Bluffton, SC 29910

**Savannah Office**  
2400 Tremont Road  
Savannah, GA 31405

**Sun City Office**  
12 Okatie Maintenance Rd.  
Okatie, SC 29909

**The Greenery Corporate Mailing Address**  
PO Box 6569  
Hilton Head, SC 29938

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





**This year The Greenery, Inc. celebrates its 50<sup>th</sup> Anniversary “working to enhance people’s lives through beautiful landscaping” and our 20<sup>th</sup> anniversary as an employee owned company.**

Established on Hilton Head Island in 1973 by Ruthie and Berry Edwards, The Greenery started as a small landscape nursery with a staff of six employees, a couple of old pickup trucks and the desire to do something different. With a focus on growing their business by hiring the most knowledgeable and experienced landscaping and gardening staff in the area, over the next several decades the Edwards family provided the early momentum and leadership for The Greenery to grow into one of the largest and most highly respected landscaping companies in the Southeast.

Before his retirement, Berry Edwards started working towards an Employee Stock Ownership Plan (ESOP) as a way to give something back to his dedicated employees who helped him to develop and grow the business. This year marks another anniversary. The Greenery is now in its 20<sup>th</sup> year as an employee owned company. We believe employee ownership distinguishes us from our competitors and fosters an environment that draws some of the best people in the industry to our company. Everyone has an ownership mentality, our team cares about our clients, our fellow employees, and the company we are a part of.



**We are  
50 years old  
& growing  
strong!**







## COMMUNICATION

- Introduction of account manager and crew leader
- Site walk together
- Prepare and present the first site inspection report
- Recommendations and enhancement proposals

## AUDIT IRRIGATION

- Check the system and all components for proper operation
- Sample the soil and adjust watering schedule as needed
- Report and recommend required repairs and upgrades

## SAFETY REVIEW

- Identify and recommend solutions to correct any safety hazards related to landscaping, hardscapes and drainage
- Trim plant materials for safety concerns

## TURF

- Apply broadleaf weed control as needed
- Re-establish bed-lines and clean edges
- Recommend sod replacement or alternatives to weak areas

## TREES, SHRUBS & BEDS

- Prune ornamental trees
- Address diseased or weak shrubs
- Apply insecticides and fungicides as needed



## Landscape Maintenance Proposal

**Property Name:** Villages of Westport CDD  
**Address:** 6702 Sandle Dr, Jacksonville, FL 32218  
**Client Contact:** Tim Harden tharden@vestapropertyservices.com  
**Proposal #:** 54701

**July 11, 2023**

### SPECIFIC CONDITIONS:

- See attached Scope of Service for Base Package.
- Pricing is valid up to 60 days from proposal date.
- See attached aerial map to define service area.

### LANDSCAPE DETAILS

- Includes 41 service visits per year.
- Perimeter woodlines and native buffers are not included.
- Saturated wet areas will not be maintained until area is dried out.
- Mulch, Seasonal Color and Palm Tree Pruning is not included. Pricing has been provided as an additional service to select.

<b><i>Base Maintenance Package</i></b>	<b><i>Monthly Fee</i></b>	<b><i>Annual Fee</i></b>
Landscape Management Program	\$4,536.00	\$54,432.00



# Commercial Landscape Maintenance Contract

## Additional Services to Select

**VILLAGES OF WESTPORT**

**JULY 11, 2023**

**6702 Sandle Dr, Jacksonville, FL 32218**

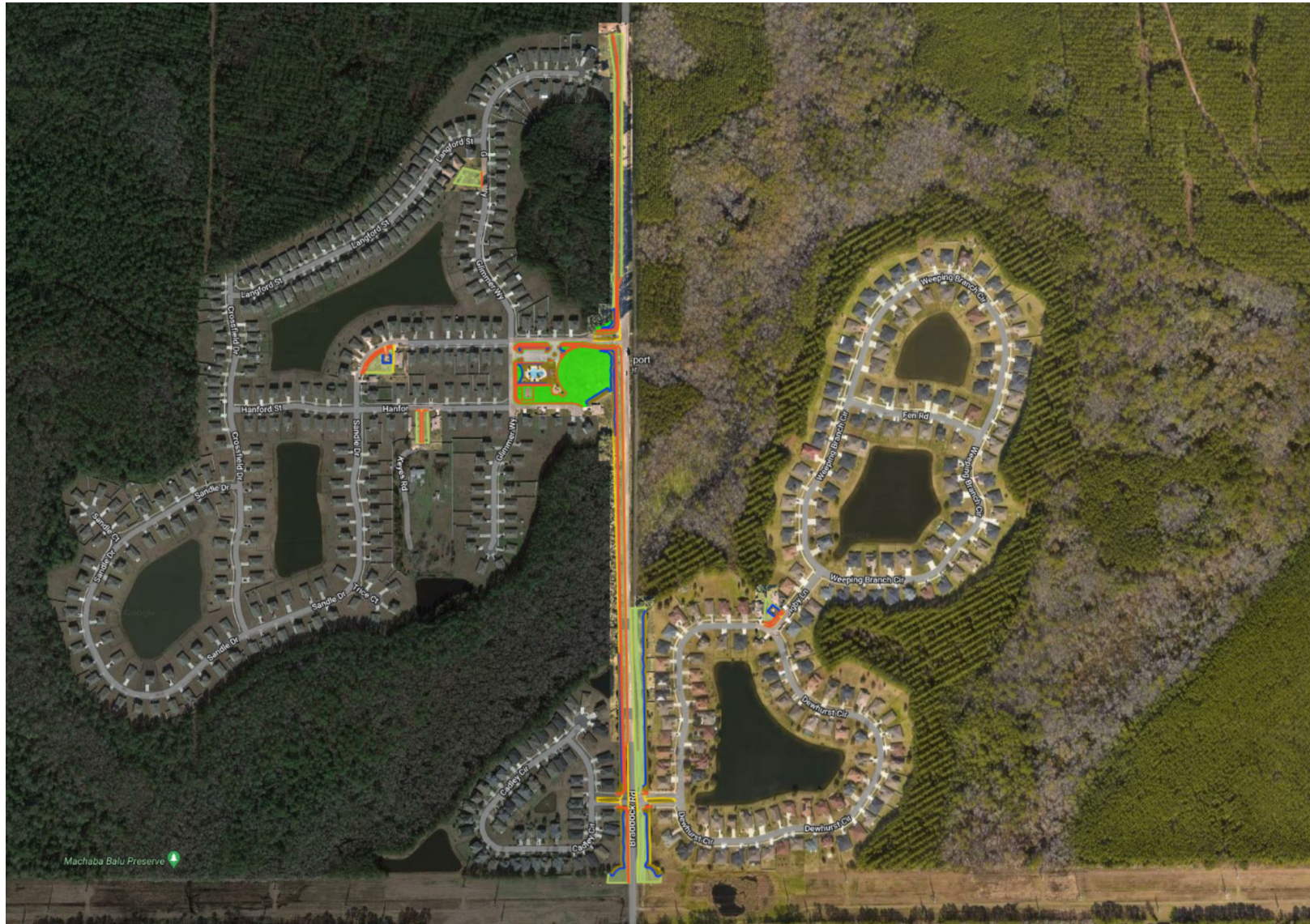
The Greenery Inc. agrees to perform the additional services below that are selected by the client with the conditions set forth in the attached Scope of Services for Additional Services.

Landscape Service	Billing Fee Per Service	Billing Fee Per Month	Total Annual Fee	Payment Selection		
				Client Approves Invoice Issued at Time of Service	Client Approves Fee Included in Monthly Recurring Invoice	Client Declines Service Pricing Provided Upon Request at Current Rates
<b>Mulch Applications</b> 1 application(s) per year 112 CuYds per Application	\$8,316.00	\$693.00	\$8,316.00	Initials: _____	Initials: _____	Initials: _____
<b>Seasonal Color</b> 4 Rotations 87 4-inch pots per Rotation	\$219.00	\$73.00	\$876.00	Initials: _____	Initials: _____	Initials: _____
<b>Seasonal Color</b> 2 Rotations 726 4-inch pots per Rotation	\$1,815.00	\$302.50	\$3,630.00	Initials: _____	Initials: _____	Initials: _____
<b>Palm Tree Pruning</b> 22 Palm Trees per Cycle 1 Cycle(s) per Year	\$1,344.00	\$112.00	\$1,344.00	Initials: _____	Initials: _____	Initials: _____
<b>Fee for Additional Services:</b>		<b>\$1,180.50</b>	<b>\$14,166.00</b>	<b>Please place your initials above to indicate your preferences.</b>		

Monthly Fee for Base Contract - Page 1 Total: \$ 4,536.00	<b>Initials:</b>
+ Additional Options Invoiced Monthly: \$1,180.50	
<b>Invoice Monthly: \$ 5,716.50</b>	



# Villages of Westport Service Area Map



Service area highlighted is included

# SCOPE OF SERVICES – BASE MAINTENANCE PACKAGE

## A. TURF MANAGEMENT

A comprehensive program of turf management for all turf grass areas will be the responsibility of The Greenery.

**Mowing** - Turf grass shall be mowed regularly during the growing season and as needed during the remainder of the year to maintain a neat and finished appearance and complying with standard horticultural practices.

**Line Trimming** - All mowing obstacles shall be trimmed as needed. Obstacles such as fence lines and light poles may be treated with approved herbicides.

**Edging** - Streets drives and ornamental beds shall be edged as needed.

**Blowing** - All debris generated from mowing operation shall be blown from streets, drives, and walks to maintain a neat and finished appearance.

**Debris** - Common areas will be policed on the scheduled service day to maintain such areas free of litter and debris prior to mowing.

## B. ORNAMENTAL BED MANAGEMENT

Ornamental plantings will be maintained by The Greenery in accordance with accepted horticultural practices.

**Pruning**—Ornamental plants shall be maintained to the natural character of the plant. All unwanted limbs, branches or outcroppings that are below 10' and are accessible without the use of ladders, bucket truck or other heavy equipment, will be managed as needed to achieve the desired visual results and to maintain the health of the plant.

**Weeding**—Weeds in ornamental bed areas will be controlled chemically and mechanically as to maintain a neat and orderly appearance of all bed areas.

**Debris**—All debris generated from bed management services shall be hauled away and disposed of in a legal manner.

## C. TURF & ORNAMENTAL SHRUBS HEALTH SERVICES

**Fertilization**—The Greenery shall provide labor, materials and equipment for all fertilization applications customized for the turf type on the property. The turf shall be monitored for health and treated as needed; this includes fertilization in the Spring and Fall with a well-balanced, specially formulated, slow-release turf fertilizer. All Ornamental beds shall be monitored for health and fertilized as needed to correct nutritional deficiencies.

**Weed Control**—The Greenery will provide weed control in turf and beds through the application of pre-emergent and post emergent treatments. This will include spraying weeds and hand pulling weeds as necessary.

**Pest Management**—The Greenery shall provide labor, materials and equipment to treat outbreaks of insects and disease as needed on a curative basis as they appear in the turf and or ornamental beds. The client shall be advised of any additional cost to apply insecticides or fungicides to treat outbreaks that are not included in the scope of the base maintenance package. All pesticide/fungicide applications shall be done in accordance with all Federal, State, County or local laws and regulations governing the use of horticultural chemicals and shall be applied by properly trained and licensed operators.



# SCOPE OF SERVICES – BASE MAINTENANCE PACKAGE

## D. IRRIGATION

The Greenery will monitor, adjust and reset irrigation on an ongoing basis to ensure adequate coverage and reduce wasteful usage. The Greenery will provide irrigation personnel for repair and maintenance of the irrigation system. Parts and labor for repairs will be proposed, approved and invoiced outside of the contract.

## E. INCLEMENT WEATHER

Damage from typical weather conditions involving lightning or winds less than 40 MPH is included in the scope of the base maintenance package. Clean up of debris will be performed on the next scheduled service day.

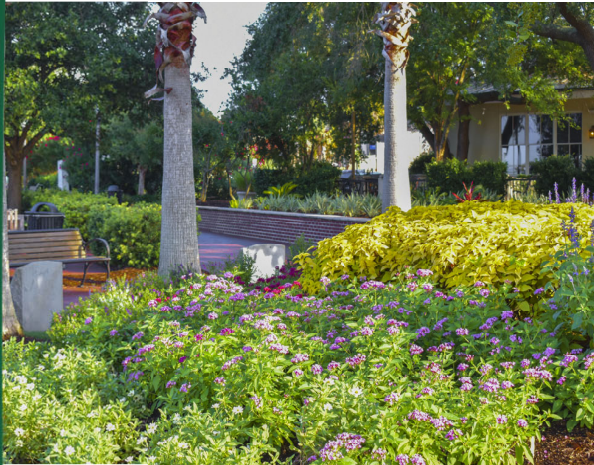
In the event of major storm damage from flooding, hurricanes, tornadoes, named storms or other Acts of God, contractor will perform emergency services and cleanup at the direction of Client at pre-agreed labor and equipment rates. Damage and litter from extreme weather conditions involving any named storm, lightning or winds in excess of 40 MPH, is outside the scope of the base contract.

## F. TREE MANAGEMENT

Low-lying hardwood tree limbs below 12' that are accessible without the use of ladders, bucket truck or other heavy equipment, will be pruned or managed as needed. All palm trees and any other trees above 10' are outside the scope of this base contract and can be performed for an additional fee.

## G. MAINTENANCE PERSONNEL

All Greenery personnel will perform services in appropriate uniforms with high visibility apparel and personal protective equipment. Safety and professionalism are of utmost importance to The Greenery.



# SCOPE OF SERVICES – ADDITIONAL SERVICES

*(AVAILABLE UPON REQUEST)*



## **A. SEASONAL COLOR**

The Greenery will design, prepare and install annuals and perennials in designated areas. Routine maintenance shall be performed and will include fertilization, disease and insect control applications, irrigation monitoring, weeding and dead heading to provide optimal appearance at all times of the year.

## **B. PINESTRAW / MULCH**

The Greenery shall supply all labor and materials to install pinestraw and/or hardwood mulch in designated areas at specified frequency.

## **C. PALM TREE PRUNING**

All Palm trees shall be pruned according to standard horticultural practices and complying with local ordinances.

## **D. SWEEPER SERVICES**

The Greenery shall provide all labor and equipment to perform Sweeper truck service to clean roads, curbs and parking areas as designated.

## **E. SNOW AND ICE REMOVAL SERVICES**

The Greenery shall provide all labor and equipment to perform snow and ice removal services at current labor and equipment rates.

## **F. STORM RECOVERY / EMERGENCY CLEANUP**

Damage and litter from extreme weather conditions involving lightning or winds in excess of 40 MPH, snow and ice removal or any named storm, is outside the scope of the base contract. With client pre-approval, crews and equipment will be made available as needed. In the event of major storm damage from flooding, hurricanes, tornadoes or other Acts of God, contractor will perform emergency services and cleanup at current labor and equipment rates. If this option is selected at time of contract execution, preferred discounted rates will be given to client.







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Proposal for Landscape Maintenance  
**Villages of Westport CDD**

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Presenters: Billy Genovese and Amy Newhouse

Date: 07.14.2023

## Villages of Westport CDD

6702 Sandle Dr  
Jacksonville, FL 32218



Dear Villages of Westport CDD Board,

Thank you for the opportunity to provide a proposal for your wonderful community. As Duval County and surrounding areas continues to grow and remains one of the top areas to live in Florida, VerdeGo fully understands the high expectations for your property and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 19 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 175 full-time employees. Many of our employees have multiple certifications (BMP, OSHA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance, and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

*Billy Genovese*

Billy Genovese  
Director of Business Development  
386-225-0203  
bgenovese@verdego.com

## Contents

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## Who We Are

### Rooted in Relationships

For almost 20 years we've been rising before the sun, rolling up our sleeves, growing strong, healthy plants and creating beautiful environments. We understand that landscaping is a continuous process that requires diligence, responsibility, consistency, and that excellence lies in the details. We deliver exceptional results by going above and beyond, building relationships that blossom into long-term partnerships.

### Our Mission

VerdeGo Landscape's promise goes beyond thriving landscapes. We take pride in our work and aim to act as trusted advisors to our clients with customized solutions and exceeded expectations. We are dedicated to delivering exceptional results.

## Operational Approaches

### Communication

Proactive and Continuous communication is a key factor to our success and sets us apart as a company.

### Dedicated Staff

Results come when your team truly connects with the property, they are servicing.

### Consistency

Retaining the same crew on a sited job allows them to take pride and ownership in their results.

### Accountability

Being accountable means working with integrity. Monthly internal assessments are used to evaluate the property's status and our team's performance.

## Our Team

VerdeGo is led by our President, TJ McNitt, who has over 24 years of industry experience and holds several certifications including a General Contractor's license. An assigned Account Manager will be your day-to-day point of contact. The Account Manager will supervise all crew members as well as monitor the property to ensure the highest quality of performance is met. Full transparency is important to us and that is why we have included the contact information for all administrators related to your job. Please feel free to reach out any time you have questions or concerns.



### TJ McNitt

24 yrs. Industry Experience

President



### Bruno Perez

25 yrs. Industry Experience

Director of Operations



### Trey Starling

8 yrs. Industry Experience

Account Manager



### Jason Vaughn

24 yrs. Industry Experience

Irrigation Superintendent

TJ McNitt	President	(386) 437-3122 tmcnitt@verdego.com
Bruno Perez	Director of Operation	(386) 237-2313 bperez@verdego.com
Trey Starling	Account Manager	(386) 268-4915 tstraling@verdego.com
Jason Vaughn	Irrigation Superintendent	(904) 460-4385 wvaughn@verdego.com

# Landscape Management Specifications

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## 1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
  - ◊ Color
  - ◊ Density
  - ◊ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.





# Landscape Management Specifications

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## 2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our leaders are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. VerdeGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material



# Landscape Management Specifications

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## 3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

## 4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

## 5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.

## Maintenance Proposal: Villages of Westport CDD

### Landscape Maintenance:

#### Cost:

Services	Frequency	Amount
Full-Service Maintenance: Mowing Services	38	\$32,846
Detailing Services: Turf, Shrubs, Beds & Weeds	12	\$9,600
Irrigation Management	12	\$4,646.40
Chemical/Fertilization Program	3	\$5,578.02
Shrub, Tree, and Palm Fertilization	1	\$582.31
Annual Flowers Rotation – Qty 558	4	\$4,804.60
Palm Pruning – Qty 20	1	\$800
MONTHLY INVESTMENT		<u>\$4,904.77</u>
ANNUAL INVESTMENT		<u>\$58,857.33</u>

### Optional Services:

Mulch Installation - 300 CY	1	\$18,000
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## References

Property		Manager	Contact Info	Phone
Ocean Hammock POA	\$650K+	Amy Spradling	<a href="mailto:aspradling@mayresort.com">aspradling@mayresort.com</a>	386-446-0085
Middle Village CDD	\$488K	Jay Soriano	<a href="mailto:jsoriano@gmsnf.com">jsoriano@gmsnf.com</a>	904-562-0249
Double Branch CDD	\$422K	Jay Soriano	<a href="mailto:jsoriano@gmsnf.com">jsoriano@gmsnf.com</a>	904-562-0249
Town Center at Palm Coast CDD	\$432K	Clint Smith	<a href="mailto:Clintsmith@aol.com">Clintsmith@aol.com</a>	386-931-4496
Trout Creek CDD	\$397K	Barry Jeskewich	<a href="mailto:barry@myshearwater.com">barry@myshearwater.com</a>	904-432-3739
City of Port Orange	\$332K	John Folk	<a href="mailto:jfolk@port-orange.org">jfolk@port-orange.org</a>	386-214-8587
The Riverfront Esplanade	\$239K	Joe Yarbrough	<a href="mailto:jwysdaytonafl@gmail.com">jwysdaytonafl@gmail.com</a>	386-299-6373
World Golf Village	\$240K	Sarah McFee	<a href="mailto:smcfee@maymgt.com">smcfee@maymgt.com</a>	855-629-9481 Ext 321



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200  Brentwood TN 37027		<b>CONTACT NAME:</b> Tasha Felts, TIIA <b>PHONE (A/C, No, Ext):</b> (615) 385-2860 <b>FAX (A/C, No):</b> (615) 385-8360 <b>E-MAIL ADDRESS:</b> tasha.felts@bbbrown.com	
<b>INSURED</b> Verdego, LLC 3335 N. State Street  Bunnell FL 32110		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> The Travelers Indemnity Company of Connecticut <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 25682	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA-3P390744-TIL-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ZUP-16P13057-22-NF	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		UB-4S050569-22-51-K	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			QT-630- 4S014177-TIL-22	10/01/2022	10/01/2023	Leased/ Rented Equip \$200,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE  
CERTIFICATE

## CERTIFICATE HOLDER

VERDEGO LLC / VERDEGO LANDSCAPE LLC PO BOX 789 3335 N. STATE STREET BUNNELL FL 32110	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MCNITT, TERRY M JR**

VERDEGO LLC  
39 AUDUBON LANE  
FLAGLER BEACH FL 32136

**LICENSE NUMBER: CGC1506752**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

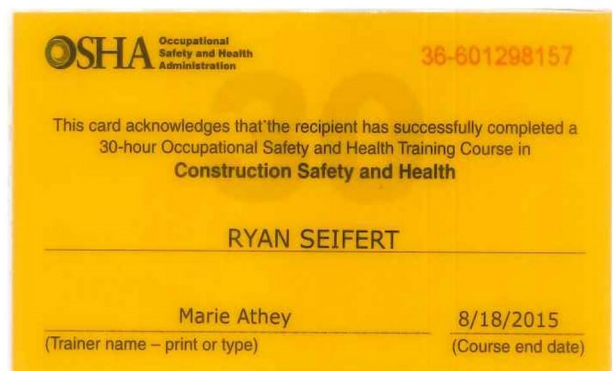
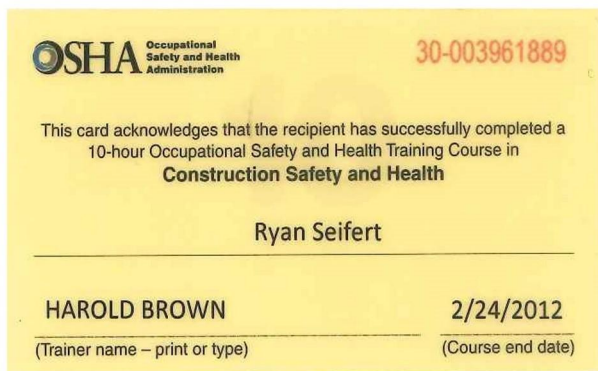


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# Certifications & Licenses



# Certifications & Licenses



**Ryan Seifert**

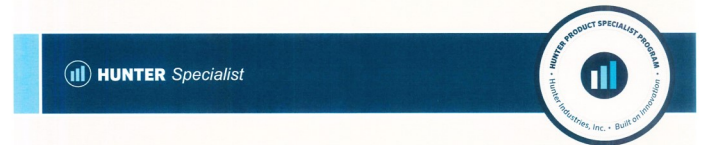
*has successfully completed the*

**Hunter Product Technician**  
ONLINE TRAINING PROGRAM

*Phil Robisch*  
PHIL ROBISCH, CID, CLIA, CLWM  
Multimedia and Instructional Design Manager

*Todd D. Polderman*  
TODD D. POLDERMAN, CID, CLIA, GRP  
Vice President, Marketing  
Landscape Irrigation and Outdoor Lighting

**Hunter®**



**Ryan Seifert**

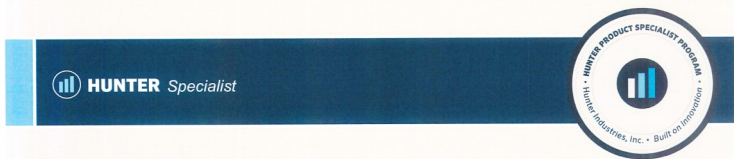
*has successfully completed the*

**Hunter Product Specialist**  
*Hydrawise*  
ONLINE TRAINING PROGRAM

*Phil Robisch*  
PHIL ROBISCH, CID, CLIA, CLWM  
Multimedia and Instructional Design Manager

*Gene Smith*  
GENE SMITH, PE, CID, CLIA  
Vice President, Marketing

**Hunter®**



**Ryan Seifert**

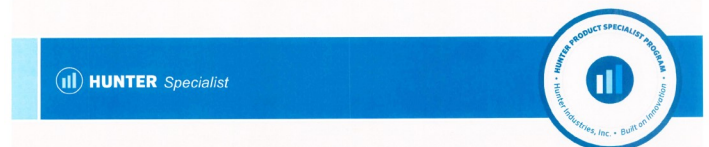
*has successfully completed the*

**Hunter Product Specialist**  
*I-Core and Dual*  
ONLINE TRAINING PROGRAM

*Phil Robisch*  
PHIL ROBISCH, CID, CLIA, CLWM  
Multimedia and Instructional Design Manager

*Todd D. Polderman*  
TODD D. POLDERMAN, CID, CLIA, GRP  
Vice President, Marketing  
Landscape Irrigation and Outdoor Lighting

**Hunter®**



**Ryan Seifert**

*has successfully completed the*

**Hunter Product Specialist**  
*ACC and ACC-99D*  
ONLINE TRAINING PROGRAM

*Phil Robisch*  
PHIL ROBISCH, CID, CLIA, CLWM  
Multimedia and Instructional Design Manager

*Todd D. Polderman*  
TODD D. POLDERMAN, CID, CLIA, GRP  
Vice President, Marketing  
Landscape Irrigation and Outdoor Lighting

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# Certifications & Licenses





# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

Review & Discussion of  
Remaining Construction Funds and Utilization

# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

Discussion on Additional Fountains in the Ponds

**Beaches Electrical Service Inc.**

214 Cokesbury Ct.

Green Cove Springs, FL 32043

US

+1 9046293182

beacheselectricalserviceinc@gmail.com

<https://beacheselectricalserviceinc.com>

# Proposal



LIC# EC13009644



DN# 216093

DN# 1002-0011137120

**ADDRESS**

Vesta Property Services Inc.  
200 Business Park Cir. Suite 101  
St. Augustine, FL 32095

**SHIP TO**

3762 Sandle Dr  
Jacksonville FL  
32219

PROPOSAL #	DATE	EXPIRATION DATE
3026	07/12/2023	08/12/2023

**SALES REP**

Hawk

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/12/2023	<b>16 Electrical &amp; Lighting</b>	Provide material and labor to set pedal stool with 100 amp meter main, at edge of pond for pond fountains, this price includes pump hook up, and all trenching up to 300 feet, any additional trenching to be extra	1	6,700.00	6,700.00
07/12/2023	<b>16 Electrical &amp; Lighting</b>	Road boaring done by Badger boaring, if necessary	1	7,000.00	7,000.00

Payment is due upon completion.

**TOTAL****\$13,700.00**

Total includes materials, labor and tax. 1 year warranty

Accepted By

Accepted Date

VISIT OUR WEBSITE

<https://beacheselectricalserviceinc.com>

(904) 629-3182 MAIN

(904) 406-0603 FAX



## **SOLITUDE SERVICE QUOTE**

**CUSTOMER NAME:** Villages of Westport CDD (8794)

**Submitted to:** Tim Harden, Operations Manager - [tharden@vestapropertyservices.com](mailto:tharden@vestapropertyservices.com)

**DATE:** July 10, 2023

**SUBMITTED BY:** David Cottrell, North Florida Business Development Consultant

**SPECIFICATIONS:** Installation of a New 2 HP Kasco Floating Fountain

**PRICE:** \$8,664 (including lights)

Quote Expires: September 8, 2023

**Who we are:**  WHO WE ARE | SOLitude Lake Management

**Website:** [SOLitude Lake Management](https://www.solitudelakemanagement.com)

**FOUNTAIN INSTALLATION:** [Fountains](#) | [Kasco Marine](#)

**Fountain Installation:** \$6,996

1. Company will install the following floating decorative fountain:

**Kasco 8400 J Series 2 HP (240V/1 PH)\***

Includes:     **200 ft.** of underwater power cable  
Interchangeable Nozzle with Five (5) Patterns  
C-85 Control Panel  
GFCB Protection  
24-Hour Timer  
All labor and parts necessary for proper installation\*\*

**LED Lighting Installation:** \$1,668

1. Decorative Fountain will include the Kasco Waterglow Fountain **LED6C11-200** Lighting.

Package Includes:

**6-light LED fixture**  
**11 watts** per fixture  
910 lumens per fixture  
3,000K temperature per fixture  
Durable design features 1-piece composite housing  
Lens is secured with a robust weld, ensuring a leak-free assembly  
Blue, amber, red and green lenses included with each kit  
**200 ft. of underwater power cable**

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**\*Customer must provide a properly sized power source** for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

**\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).**

#### Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants the **2 HP fountain for three (3) years** from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants **lights for two (2) years** from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants **all other components for one (1) year** from the date of installation against any defects in materials and workmanship.
5. Contractor warrants all labor and parts necessary for installation of the fountain aeration system for a period of one year from the date of installation.
6. The manufacturer's warranty and the SOLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SOLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

#### Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

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- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**2HP – 7.5HP Patterns (60Hz)**



Balsam



Linden



Spruce



Redwood



Birch

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# 8400JF FOUNTAIN

## OVERVIEW

- Complete package includes motor unit, control panel, float with screens, mooring lines, cable, five interchangeable nozzles.
- Cable is UL, CSA & NEC rated for underwater use.
- Total package Listed by ETL to UL/CSA standards.
- Intake near surface allows for shallow operation
- Saltwater compatible
- Packaged for convenient shipping
- Optional lighting available

## FLOAT

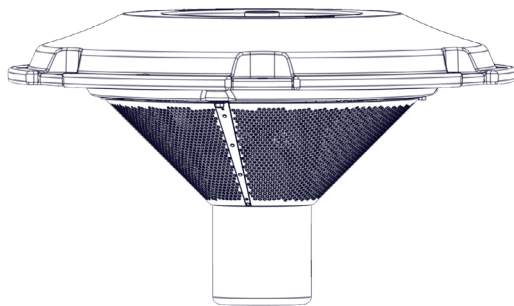
- UV-resistant polyethylene
- Single-piece float
- Series 300 stainless steel hardware
- Series 300 stainless steel bottom screen
- Three 50' braided nylon mooring ropes

## FOUNTAIN COMPONENTS

- Custom thermoplastic impeller
- UV-resistant thermoplastic cone and fountain housing
- Series 300 stainless steel hardware
- Five thermoplastic nozzles
- Twist on/off nozzles for easy pattern changes

## POWER CABLE

- 3 wire (L1, L2, G)
- Quick Disconnect standard on 12+ AWG cords (otherwise optional)
- Stainless steel strain relief on 12+ AWG cords
- 6' flex sleeving protection standard (optional for entire cord length)



## Dimensions

Float diameter: 37.5"

Unit height with float: 21.5"

## MOTOR UNIT

- 2HP, 208-240Vac operating voltage range, single phase
- 1750 RPM
- Oil cooled
- Continuous duty rated
- 17mm top and 20mm bottom bearings
- Thermal overload protection
- Fully unitized heavy-duty carbon-ceramic mechanical seal
- Series 300 stainless steel can
- Engineering grade thermoplastic top
- Sacrificial anode installed on 316 stainless shaft

## CONTROL PANEL

- UL 508 Listed
- UL type 3R/4X thermoplastic enclosure
- 20 amp breaker
- Human-rated GFCI protection
- Surge protector
- 24-hour mechanical fountain timer
- Terminal block wiring
- 24-hour mechanical timer for optional lighting
- 4-wire power required (L1, L2, N, G)

# 8400JF FOUNTAIN

## OVERVIEW

HP	Voltage / Phase / Hz	Running Amps	Lock Rotor Amps	Suggested Pond Size (SA)	Min. Depth of Operation (in.)
2	208-240V / 1 / 60	10	40	Up to 1*	20"

\*Surface Acreage; also consider pond shape, depth, and oxygen demand.

## MODEL SPECIFICATIONS

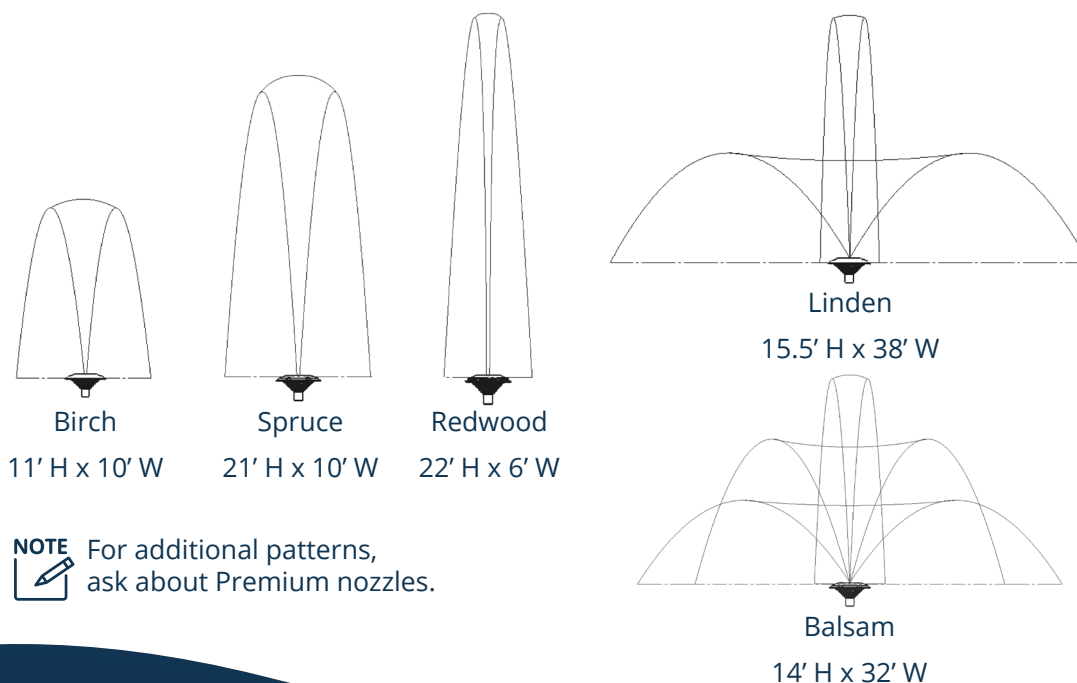
Model	Cord Length (ft.)	Cord Gauge	Number of Boxes
8400JF050	50	14/3	3
8400JF100	100	12/3	4
8400JF150	150	12/3	4
8400JF200	200	12/3	4
8400JF250	250	12/3	4
8400JF300	300	10/3	4
8400JF400	400	8/3	4**
8400JF500	500*	8/3	4**

\*500' and longer cords available by custom order only.

\*\*Ships motor freight only.



## INCLUDED PATTERNS



**NOTE** For additional patterns, ask about Premium nozzles.



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Security Company



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to  
Audio Visual Equipment  
for Remote Meeting Attendance

# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

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

- a) Public Comments and Testimony
- b) Board Comments
- c) Consideration of Resolution 2023-07, Adopting the  
Fiscal Year 2024 Budget and Appropriating Funds

## RESOLUTION 2023-07

### THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Villages of Westport Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.



- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Villages of Westport Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2005A)	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

## **SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF JULY 2023.**

ATTEST:

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

Villages of Westport Community Development District  
Approved Proposed Fiscal Year 2024 Annual Operational & Maintenance Budget

	Actual Through 3/31/23	Anticipated April - Sept.	Anticipated FY 2023 Total	Adopted FY 2023 Budget	Approved Proposed FY 2024 Budget
<b>Revenues</b>					
Assessments	\$220,398.09	\$70,026.91	\$290,425.00	\$290,425.00	\$395,650.00
Carry Forward Surplus	0.00	0.00	0.00	55,859.00	0.00
Interest Income	370.00	0.00	370.00	0.00	0.00
<b>Net Revenues</b>	<b>\$220,768.09</b>	<b>\$70,026.91</b>	<b>\$290,795.00</b>	<b>\$346,284.00</b>	<b>\$395,650.00</b>
<b>Expenditures</b>					
Public Official Insurance	\$3,460.00	\$0.00	\$3,460.00	\$3,863.00	\$3,863.00
Trustee Fees	3,717.38	0.00	3,717.38	3,720.00	3,720.00
Supervisor Fees	2,000.00	2,000.00	4,000.00	4,000.00	4,800.00
District Management Fees	12,499.98	12,500.02	25,000.00	27,500.00	27,500.00
Field Management	9,600.00	9,600.00	19,200.00	19,200.00	19,200.00
Disclosure Agent	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
Reamortization Schedule	0.00	125.00	125.00	500.00	250.00
District Counsel	20,769.66	24,923.59	45,693.25	5,000.00	25,000.00
Assessment Administration	5,000.00	0.00	5,000.00	5,000.00	5,000.00
Audit Fees	0.00	4,700.00	4,700.00	4,800.00	5,000.00
Arbitrage	0.00	0.00	0.00	1,000.00	1,000.00
Postage	72.45	125.00	197.45	250.00	250.00
Legal Advertising	855.14	750.00	1,605.14	1,500.00	1,500.00
Miscellaneous Charges	573.79	500.00	1,073.79	1,000.00	1,000.00
Community Events	235.40	1,764.60	2,000.00	2,000.00	0.00
Website	440.00	2,080.00	2,520.00	2,520.00	2,520.00
Dues, Licenses & Fees	175.00	0.00	175.00	175.00	175.00
Amenity - Water/Electric	6,699.24	18,900.00	25,599.24	45,000.00	45,000.00
Amenity - Telephone	740.40	750.00	1,490.40	1,500.00	1,500.00
Amenity - Insurance	4,819.00	0.00	4,819.00	5,129.00	5,300.00
Amenity - Dues & License	0.00	400.00	400.00	400.00	400.00
Amenity - Irrigation Repair	0.00	1,500.00	1,500.00	3,000.00	3,000.00
Amenity - Pool Maintenance	9,343.89	8,100.00	17,443.89	18,000.00	18,000.00
Amenity - Access Control	2,689.45	850.00	3,539.45	1,700.00	1,700.00
Amenity - Janitorial	5,460.00	5,460.00	10,920.00	10,000.00	11,000.00
Amenity - Pest Control	195.00	234.00	429.00	1,200.00	500.00
Amenity - R&M Building	0.00	5,063.50	5,063.50	10,127.00	10,127.00
Amenity - R&M Grounds	3,660.62	2,500.00	6,160.62	5,000.00	5,000.00
Amenity - Security Patrolling	42,584.00	47,004.00	89,588.00	70,000.00	94,025.00
Amenity - Security camera system/monitoring	0.00	3,060.00	3,060.00	0.00	6,120.00
General Insurance	4,211.00	0.00	4,211.00	4,700.00	4,700.00
General Repairs & Maintenance	11,805.63	2,500.00	14,305.63	5,000.00	5,000.00
Irrigation Repairs & Maintenance	0.00	1,250.00	1,250.00	2,500.00	2,500.00
Lake Maintenance	6,712.02	6,712.02	13,424.04	14,000.00	14,000.00
Landscape Maintenance	23,748.19	22,345.32	46,093.51	46,000.00	46,000.00
Landscape Improvements	900.00	4,100.00	5,000.00	5,000.00	5,000.00
Right of Way, Lake Bank Mowing	0.00	3,000.00	3,000.00	6,000.00	6,000.00
Contingency-Hurricane Repairs	20,624.00	2,500.00	23,124.00	5,000.00	5,000.00
<b>Operating &amp; Maintenance Expenditures</b>	<b>\$204,841.24</b>	<b>\$199,047.05</b>	<b>\$403,888.29</b>	<b>\$346,284.00</b>	<b>\$395,650.00</b>

Units	767	
Current Year Proposed		\$515.84
		\$557.67
Prior Year Adopted	\$378.65	
	\$409.35	



Villages of Westport CDD  
 Approved Proposed Debt Service Fund Budget  
 Series 2005A Special Assessment Bonds FY 2024

<u>Description</u>	<u>Approved Proposed FY 2024 Budget</u>
<b><u>Revenues:</u></b>	
Special Assessments	\$996,128
<b>Total Revenues</b>	<b><u><u>\$996,128</u></u></b>
<b><u>Expenditures:</u></b>	
Series 2005A -Interest 11/1/23	\$195,938
Series 2005A - Interest 5/1/24	\$195,938
Series 2005A - Principal 5/1/24	\$410,000
<b>Total Expenditures</b>	<b><u><u>\$801,875</u></u></b>
<b>Excess Revenues / (Expenditures)</b>	<b><u><u>\$194,253</u></u></b>
11/1/24 Interest Series 2005A	\$194,253

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2023-08,  
Levying O&M Assessments  
and Certifying and Assessment Roll

## RESOLUTION 2023-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Villages of Westport Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Duval County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Villages of Westport Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll



to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B"**, is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B"**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B"**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B"**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF JULY 2023.**

ATTEST:

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

Villages of Westport Community Development District  
Approved Proposed Fiscal Year 2024 Annual Operational & Maintenance Budget

	Actual Through 3/31/23	Anticipated April - Sept.	Anticipated FY 2023 Total	Adopted FY 2023 Budget	Approved Proposed FY 2024 Budget
<b>Revenues</b>					
Assessments	\$220,398.09	\$70,026.91	\$290,425.00	\$290,425.00	\$395,650.00
Carry Forward Surplus	0.00	0.00	0.00	55,859.00	0.00
Interest Income	370.00	0.00	370.00	0.00	0.00
<b>Net Revenues</b>	<b>\$220,768.09</b>	<b>\$70,026.91</b>	<b>\$290,795.00</b>	<b>\$346,284.00</b>	<b>\$395,650.00</b>
<b>Expenditures</b>					
Public Official Insurance	\$3,460.00	\$0.00	\$3,460.00	\$3,863.00	\$3,863.00
Trustee Fees	3,717.38	0.00	3,717.38	3,720.00	3,720.00
Supervisor Fees	2,000.00	2,000.00	4,000.00	4,000.00	4,800.00
District Management Fees	12,499.98	12,500.02	25,000.00	27,500.00	27,500.00
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Disclosure Agent	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
Reamortization Schedule	0.00	125.00	125.00	500.00	250.00
District Counsel	20,769.66	24,923.59	45,693.25	5,000.00	25,000.00
Assessment Administration	5,000.00	0.00	5,000.00	5,000.00	5,000.00
Audit Fees	0.00	4,700.00	4,700.00	4,800.00	5,000.00
Arbitrage	0.00	0.00	0.00	1,000.00	1,000.00
Postage	72.45	125.00	197.45	250.00	250.00
Legal Advertising	855.14	750.00	1,605.14	1,500.00	1,500.00
Miscellaneous Charges	573.79	500.00	1,073.79	1,000.00	1,000.00
Community Events	235.40	1,764.60	2,000.00	2,000.00	0.00
Website	440.00	2,080.00	2,520.00	2,520.00	2,520.00
Dues, Licenses & Fees	175.00	0.00	175.00	175.00	175.00
Amenity - Water/Electric	6,699.24	18,900.00	25,599.24	45,000.00	45,000.00
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Amenity - Security camera system/monitoring	0.00	3,060.00	3,060.00	0.00	6,120.00
General Insurance	4,211.00	0.00	4,211.00	4,700.00	4,700.00
General Repairs & Maintenance	11,805.63	2,500.00	14,305.63	5,000.00	5,000.00
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Lake Maintenance	6,712.02	6,712.02	13,424.04	14,000.00	14,000.00
Landscape Maintenance	23,748.19	22,345.32	46,093.51	46,000.00	46,000.00
Landscape Improvements	900.00	4,100.00	5,000.00	5,000.00	5,000.00
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Contingency-Hurricane Repairs	20,624.00	2,500.00	23,124.00	5,000.00	5,000.00
<b>Operating &amp; Maintenance Expenditures</b>	<b>\$204,841.24</b>	<b>\$199,047.05</b>	<b>\$403,888.29</b>	<b>\$346,284.00</b>	<b>\$395,650.00</b>

Units	767	
Current Year Proposed		\$515.84
		\$557.67
Prior Year Adopted	\$378.65	
	\$409.35	



Villages of Westport CDD  
 Approved Proposed Debt Service Fund Budget  
 Series 2005A Special Assessment Bonds FY 2024

<u>Description</u>	<u>Approved Proposed FY 2024 Budget</u>
<b><u>Revenues:</u></b>	
Special Assessments	\$996,128
<b>Total Revenues</b>	<b><u><u>\$996,128</u></u></b>
<b><u>Expenditures:</u></b>	
Series 2005A -Interest 11/1/23	\$195,938
Series 2005A - Interest 5/1/24	\$195,938
Series 2005A - Principal 5/1/24	\$410,000
<b>Total Expenditures</b>	<b><u><u>\$801,875</u></u></b>
<b>Excess Revenues / (Expenditures)</b>	<b><u><u>\$194,253</u></u></b>
11/1/24 Interest Series 2005A	\$194,253

R-003783-0025	
R-003783-0050	
R-003784-0005	
R-003784-0010	
R-003784-0015	
R-003784-0020	
R-003784-0025	
R-003784-0030	
R-003784-0035	
R-003784-0040	
R-003784-0045	
R-003784-0050	557.67
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R-003784-0090	557.67
R-003784-0095	557.67
R-003784-0100	557.67
R-003784-0105	557.67
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R-003784-0165	557.67
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Total Gross	301,141.80
	22,585.64
Total Net	278,556.17
Direct Bill	117,095.68
	395,651.85

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2023-09,  
Adopting the Annual Meeting Schedule  
for Fiscal Year 2023-2024

**RESOLUTION 2023-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE  
FOR FISCAL YEAR 2024**

**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 2023 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 2024 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 24th DAY OF JULY, 2023.**

**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 2024**

October 23, 2023

January 22, 2024

April 22, 2024

July 22, 2024

All meetings will convene at 1826 Dunn Avenue, Jacksonville, FL 32218, at 5:30 p.m.

# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

## **Discussion Pertaining to Amenity Policies**

### **a. Clarification of Age Restriction**

# VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

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Policies and Fees  
For the  
Amenity Facilities  
Adopted – June 5, 2014  
Updated – July 25, 2022  
Updated – April 24, 2023

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Villages of Westport CDD  
Amenity Center  
Jacksonville, Florida

## DEFINITIONS

**"Amenity Facilities" or "Amenity"**- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the pool, tot lot, basketball court, and multi-purpose field, together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** – shall mean these Amenity Facilities Policies of the Villages of Westport Community Development District, as amended from time to time.

**"Amenity Manager"** – shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

**"Annual User Fee"**- shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**"Board of Supervisors" or "Board"** – shall mean the Villages of Westport Community Development District's Board of Supervisors.

**"Guest"** -shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

**"District"** -shall mean the Villages of Westport Community Development District.

**"District Manager"** -shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Non-Resident User"** -shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**"Patron" or "Patrons"** - shall mean Residents, Guests, and Non-Resident Users who are eighteen (18) years of age and older.

**"Property Owner"** - shall mean that person or persons having fee simple ownership of land within the Villages of Westport Community Development District.

**"Renter"** -shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

**"Resident"** - shall mean any person or persons residing in a home within the Villages of Westport Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.



## **VILLAGES OF WESTPORT ANNUAL USER FEE**

The Annual User Fee for any Non- Resident is \$2,000.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non- Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes without Board approval.

## **GUESTS**

1. Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
2. Each Resident or Non-Resident User may bring no more than five (5) persons as guests to the Amenities at one time.

## **RENTER'S PRIVILEGES**

1. Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
4. Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

## **KEY CARD ACCESS**

1. A facility Key Card will be issued to a property owning entity at the time they are closing upon property within the District. The fee for the initial card will be \$10.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given to non-residents.
2. For damaged Key Cards, the property owners will have to pay \$30.00 to replace the damaged card. Please contact the District Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed to the District Manager's office prior to obtaining a replacement.
3. For lost or stolen Key Cards, the property owner will have to pay \$50.00 to obtain a new Key Card. Please contact the District Manager to initiate the replacement process. Please note that the lost or stolen Key Card will be deactivated for security reasons.

## **GENERAL FACILITY PROVISIONS**

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

1. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age.
2. Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
3. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
4. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
5. The Board of Supervisors (as an entity), the District Manager, and the District Manager's designees shall have full authority to enforce these policies.
6. Smoking is not permitted at any of the Villages of Westport Amenity Facilities or lands.

7. Glass and other breakable items are not permitted at the Amenity Facilities.
8. Patrons and their Guests shall treat all District Staff members with courtesy and respect.
9. Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
10. The District will not offer childcare services to Patrons at any of the Amenity Facilities.
11. Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, basketball courts, multi-purpose fields, tot lot area, and sidewalks surrounding these areas.
12. Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
13. Alcoholic beverages are not permitted at any District owned facility or property at any time.
14. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
15. Unless otherwise authorized by the Board, the Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
16. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
17. The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
18. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
19. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **AMENITY FACILITY OPERATIONS**

*Hours:* The District Amenity Facilities' daily hours of operation are from sunrise to sunset, except for the Fitness Center which is open for use from 6 a.m. to 8 p.m. daily. The Amenity Center will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Amenity Center will also close early at the discretion of Amenity Staff on Christmas Eve and New Years Eve.



*Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the District Manager at 407-723-5900.

*District Equipment:* All equipment owned by the District and available for use by Patrons must remain in the Amenity Facilities. Should the equipment be damaged, have missing pieces or be in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

## **GENERAL SWIMMING POOL RULES**

***There is no lifeguard on duty- swim at your own risk.***

1. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron during usage of the pool facility.
2. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
3. Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
4. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
6. Showers are required before entering the pool.
7. Alcohol, glass containers, food, and drink are prohibited.
8. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
9. The District Manager or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
10. Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.

11. Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
12. The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
13. Any person swimming during non-posted swimming hours may be suspended from using the facility.
14. Proper swim attire (no cutoffs) must be worn in the pool.
15. No chewing gum is permitted in the pool or on the pool deck area.
16. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
17. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
18. Radio controlled water craft are not allowed in the pool area.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. Loud, profane, or abusive language is absolutely prohibited.
23. No physical or verbal abuse will be tolerated.
24. Tobacco products are not allowed in the pool area.
25. Illegal drugs are not permitted.
26. The District is not responsible for lost or stolen items.
27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
28. The Amenity Center pool area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.

29. The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

### **SWIMMING POOL: FECES POLICY**

1. If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
2. Parents should take their children to the restroom before entering the pool.
3. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **BASKETBALL COURT POLICIES**

***Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk.***

*Hours:* The basketball facility is available for use by Patrons from sunrise to sunset. The basketball facility may not be used after dark. No access will be allowed, by a Patron or any other person, before or after Basketball Facility hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

*Eligible Users:* Children under the age of eighteen (18) are not allowed to use the basketball facility unless accompanied by a guardian or adult Patron. Patrons may be accompanied by up to five (5) guests.

*Emergencies:* All emergencies and injuries must be reported to the District Manager at 407-723-5900.

*Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. No black soled shoes. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans allowed at the facility.

*Reservations:* Reservations are not accepted for use of the basketball courts. This facility is on a first come, first serve basis. Use of a basketball court is limited to one (1) hour when others are waiting.

*General Policies:*

1. Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Persons using the basketball facility must supply their own equipment.
3. The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.

4. Beverages are permitted at the basketball facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts. Alcoholic beverages are not permitted on basketball courts.
5. No chairs other than those provided by the District are permitted on the basketball courts.

### **MULTI-PURPOSE FIELD POLICIES**

***Please note that the Multi-Purpose Field is an unattended facility and persons using the Multi-Purpose Field do so at their own risk.***

*Hours.* The Athletic Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

*Eligible Users:* All Patrons and guests seventeen (17) or younger must be accompanied by an adult eighteen (18) years of age and/or older to be permitted to use the Athletic Field. Patrons may be accompanied by up to five (5) guests.

*Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at 407-723-5900.

*Reservations.* Reservations are not accepted for use of the multi-purpose fields. This facility is on a first come, first serve basis. Use of a field is limited to one (1) hour when others are waiting.

#### *General Policies:*

1. The Athletic Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
2. Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Athletic Field at any time.
3. Alcoholic beverages, glass containers and other breakable items are prohibited.
4. The use of profanity or disruptive behavior is prohibited.
5. Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
6. Persons using the Athletic Field must clean up all food, beverages and miscellaneous trash brought to the Athletic Field.
7. Use of the Athletic Field may be limited from time to time due to a District-sponsored event.



## FITNESS CENTER POLICIES

***Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.***

*Hours:* The Fitness Center is open for use by Patrons and guests during the hours of 6 a.m. to 8 p.m. daily. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

*Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under the age of eighteen (18) are allowed to use the Fitness Center.

*Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at 407-723-5900.

*Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids; alcoholic beverages are not permitted. Smoking is not permitted in the Fitness Center.

### *General Policies:*

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use.
3. Use of personal trainers is permitted in the Fitness Center per approval of the District Manager.
4. Hand chalk is not permitted to be used in the Fitness Center.
5. Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
7. Weights or other fitness equipment may not be removed from the Fitness Center.
8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.

9. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. Free weights are not to be dropped and should be placed only on the floor or on the equipment made specifically for storage of the weights.

### **DISTRICT TOT LOT POLICIES**

1. Children under the age of eight (8) must be accompanied by an adult Patron.
2. No roughhousing on the tot lot.
3. Persons using the tot lot must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
4. The use of profanity or disruptive behavior is absolutely prohibited.
5. Patrons who use the tot lot do so at their own risk.
6. The tot lot may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

### **FISHING POLICY**

Patrons may not fish from any lake/retention pond within the Villages of Westport Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

### **FACILITY RENTAL POLICIES**

Patrons, ages eighteen (18) years and older, may reserve certain portions of the Amenity Facilities for community and private events. The daily guest limits referenced on page 3 of these Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for rent at any given time; however, recurring events may be approved at the discretion of the District Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the District Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facilities are unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

New Year's Day  
4<sup>th</sup> of July

Easter Sunday  
Labor Day

Memorial Day  
Thanksgiving

- (1) **Available Facilities:** The following areas of the Amenity Facilities are available for Community Use and private events for up to six (6) total hours (including set-up and post-event cleanup). A refundable damage deposit of Five Hundred Dollars (\$500.00) shall be required, and the following rental fees shall apply:

Facility	Capacity	Fee
Pool Area	50 persons	\$150
Multi-Purpose Field	100 persons	Whole Field: \$200 Half Field: \$150
Picnic Area by Playground	50 persons	\$150

**The Pool Area shall remain open to other Patrons and their guests during normal operating hours.**

**The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from the event.**

- (2) **Reservations:** Patrons, ages eighteen (18) years and older, interested in reserving an Amenity Facility for Community Use or private event must submit to the District Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

At the time of submission, two (2) checks or money orders (no cash) made out to the Villages of Westport Community Development District shall be submitted to the District Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the facility rental fee referenced above and the other check shall be in the amount of Five Hundred Dollars (\$500.00) as a refundable damage deposit.

The District Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for at the request of the District Manager or any Patron.

- (3) **Deposit:** As stated above, a refundable damage deposit in the amount of Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through submission of a Facility Use Application. Damage deposits will be refunded in full provided:
- (a) There is no damage to District Property, Amenity Facility, and its furnishings;
  - (b) Garbage and trash are removed and placed in the dumpster;
  - (c) All displays, favors or remnants of the event are removed;

- (d) Furniture and other items are restored to their original position;
- (e) Counters, table tops and sink are cleaned and wiped down;
- (f) Trash can liners are replaced;
- (g) The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
- (h) In the event of any damage it must be reported immediately to the District Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facilities.

If additional cleaning of the Amenity Facility is required, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

**(4) General Policies:**

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from the District Manager and on-site staff.
- (c) The areas of the Amenity Facilities listed above may be rented after normal operating hours until 10:00 p.m.
- (d) The volume of live or recorded music must not violate applicable Duval County noise ordinances.
- (e) No glass or breakable items are permitted on District property, including the Amenity Facilities.

Event Liability coverage may be required on a case-by-case basis in the sole discretion of the Board of Supervisors.



## **SUSPENSION AND TERMINATION OF PRIVILEGES**

**Section 1. Introduction.** This policy addresses the suspension and termination of privileges to use the Villages of Westport Community Development District's ("District") recreational facilities ("Amenities").

**Section 2. Violations.** The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:

- a) Submits false information on any application for use of the Amenities;
- b) Permits the unauthorized use of an amenity pass;
- c) Exhibits unsatisfactory behavior, deportment or appearance;
- d) Fails to pay fees owed to the District in a proper and timely manner;
- e) Fails to abide by any policies or rules established for the use of the Amenities;
- f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
- g) Damages or destroys District property; or
- h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

**Section 3. Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District's facility manager (if any), shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.

**Section 4. Suspension by the District Manager or District's Facility Manager / Appeal of Suspension.** The District Manager, or the District's facility manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, extending, or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2.

In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

**Section 5. Suspension or Termination by the Board.** The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

**Section 6. Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

**The above policies were adopted by the Board of Supervisors for the Villages of Westport Community Development District on this 5th day of June, 2014.**

**The above policies were revised and updated by the Board of Supervisors for the Villages of Westport Community Development District on this 24<sup>th</sup> day of April, 2023.**

# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

## **Public Hearing on the Adopting of Revised Amenity Policies**

- a) Public Comments and Testimony
- b) Board Comments
- c) Consideration of Resolution 2023-10,  
Adopting the Revised Amenities Policies

**RESOLUTION 2023-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the amendments to its Disciplinary Rules set forth in **Exhibit A**, which relate to penalties for violations of the District’s amenity rules and policies.

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

**SECTION 1.** A Public Hearing will be held to adopt the amendments to its Disciplinary Rules of the District on \_\_\_\_\_, **2023, at 5:30 p.m., at 826 Dunn Avenue, Jacksonville, Florida 32218.**

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

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of July, 2023.

**ATTEST:**

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors



## EXHIBIT A

### SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: \_\_\_\_\_, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Villages of Westport Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

**3. Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board, District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

**5. Authority of District Manager and Amenity Manager.** The District Manager, Amenity Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property

Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board’s determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person’s access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

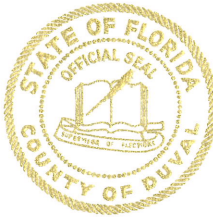
**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Letter from the Supervisor of Elections  
- Duval County





## OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN  
SUPERVISOR OF ELECTIONS  
OFFICE: (904) 255-3444  
CELL: (904) 219-8924

105 EAST MONROE STREET  
JACKSONVILLE, FLORIDA 32202  
FAX: (904) 255-3434  
E-MAIL: MHOGAN@COJ.NET

June 1, 2023

Vivian Carvalho  
Villages of Westport Community Development District  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817

Dear Vivian,

The information you requested on April 17, 2023, appears below:

**Villages of Westport CDD                      911 Registered Voters as of 4/15/2023**

If you have any questions or need additional assistance, please contact Robert Phillips at 904-255-3436 or [phillips@coj.net](mailto:phillips@coj.net).

Sincerely,

A handwritten signature in blue ink that reads "Lana Self".

Lana Self  
Director of Candidates and Records

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Vendor Communication  
& Notification Policy

## MEMORANDUM

To: Board of Supervisors of Villages of Westport Community Development District

From: District Staff

Re: Vendor Communications and Notification Policy

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This memorandum is intended to serve as a recommendation for implementing a chain of command for vendor communications to ensure efficient communication amongst District Staff and vendors and to limit onsite management responsibility of any single Board member. This process can be applied to most vendor contracts. The example provided below relates to security and the District's need to effectively address security and safety issues and concerns as they arise.

We recommend the following:

1. If an incident occurs within the District, the security vendor (or other applicable vendor) will report the incident to the District Manager and onsite staff as soon as possible.
2. To the extent requested, the District Manager will transmit video footage to JSO, as may be necessary and requested by JSO only, consistent with the confidential and exempt nature of video footage.
3. If there is a scope change requested, whether for convenience or due to an extenuating circumstance, the District Manager will first be advised by the vendor directly to the District Manager before subsequently informing the Chair for confirmation of the requested change, unless such change can wait until the next Board meeting. This is important for purposes of the District's budget as any change in the scope to vendor line items may increase the budgeted line item for the service and the District may not have funds to cover the optional scope. This also allows the Board to set policy and District Staff to implement it, removing Board members from day-to-day onsite management.
4. Attached is a recommended policy outlining the notification process for significant events occurring on the District's property, which provides a procedure for certain incidents and ensures the District Manager, District Counsel and Board of Supervisors are timely informed of their occurrence.
5. Going forward, all vendors shall report directly to onsite management, first, to the extent applicable (i.e. Vesta Property Services or applicable field management vendor) and to District Manager. Direction from individual Board members shall not be taken without first contacting the District Manager to coordinate with the Board member overseeing such District area.

**Villages of Westport Community Development District  
Notification of District Manager, District Counsel and Board of Supervisors Regarding  
Significant Events**

It is the policy of the District that the District Manager, or his/her designee (including but not limited to the onsite security provider), shall notify the police in all cases where a law has been broken on District property. The intent of this policy is to provide clear direction to management and its staff that anytime a law is broken on District property, the police should be called to complete a police report, appropriate incident reports shall be completed by management on behalf of the District, and appropriate action shall be taken against the offender(s). Any illegal activity on District property is grounds for immediate prosecution under the provisions of Florida law. It is the intent of the District to pursue prosecution of each violation to the fullest extent of the law.

The District Manager shall notify District Counsel and the District's Board of Supervisors when any of the following significant events occur on District property:

- Ambulance is called on site and an individual(s) is removed from the District's property.
- Law enforcement is called to the District's property.
- Suspension or termination of a resident or annual paid user's privileges at the District's facilities.

The onsite security provider shall notify the District Manager within four hours, by e-mail and/or phone as appropriate, of an incident of which they are aware. District Manager shall notify District Counsel and the Board of Supervisors as soon as possible but in no event more than 72 hours after the event giving rise to the notification. The District Manager shall make such notifications by e-mail unless the nature of the event necessitates a phone call to each of the persons identified herein. The District Manager shall ensure that his/her staff are made aware of this policy and shall ensure present and future District contractors are aware of this policy to notify police when any law is broken on District property and notify the District Manager immediately if any of the before mentioned events occur. Management will maintain a separate emergency action plan for staff and residents in the event of an emergency.

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Treadmill Repair





# SERVICE ORDER

OS NO.: 23090

**FORT MYERS OFFICE:**

6221 Topaz Ct.

Fort Myers, FL 33966

**239-938-1461 • Fax: 239-938-1462**

jimmy@Commfitnessproducts.com

**[www.commfitnessproducts.com](http://www.commfitnessproducts.com)**

**CORPORATE OFFICE:**

5034 North Hiatus Road

Sunrise, FL 33351

**954-747-5128 • Fax: 954-747-5131**

mike@commfitnessproducts.com

**ORLANDO OFFICE:**

8600 Commodity Circle, Suite #108

Orlando, FL 32819

**407-730-3189 • Fax: 239-938-1462**

service@commfitnessproducts.com

Customer:	Villages at Westport	Date Called:		Date of Svc:	Order No.:	
Address:	6702 Sandle Drive	Person Calling :	Tim Harden		Technician:	
City:	Jacksonville	Phone Number:	904-612-6668		Sales Rep:	
State/Zip:	FL 32219	Email:	<a href="mailto:tharden@vestapropertyservices.com">tharden@vestapropertyservices.com</a>		Payment Terms:	

**WORK TO BE DONE:** ☐ REGULAR ☐ SERVICE CONTRACT ☐ WARRANTY ☒ ESTIMATE ☐ EQUIPMENT MOVE ☐ UPHOLSTERY

Install new parts listed below

DESCRIPTION OF WORK PERFORMED	TECHNICIAN RECOMMENDATIONS:
	CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS, COMMERCIAL FITNESS PRODUCTS, INC., FOR DAMAGES OR HARM INCLUDING PERSONAL INJURY ARISING FROM FAILURE TO REPAIR OR REPLACE EQUIPMENT AT THE RECOMMENDATION OF CFP. FURTHER, CFP SHALL NOT BE RESPONSIBLE TO ANY THIRD PARTY OR ULTIMATE USER FOR HARM CAUSED BY CONTINUED USE OF EQUIPMENT AND/OR REPLACEMENT PARTS THAT ARE DEEMED UNSAFE BY CFP.

### **PARTS & MATERIALS :**

[illegible]

I HAVE THE AUTHORITY TO ORDER THE WORK AND THE WORK HAS BEEN SATISFACTORILY PERFORMED AS OUTLINED ABOVE. CUSTOMER AGREES TO TERMS & CONDITIONS OF THIS SERVICE ORDER AND ITS RECOMMENDATIONS. IT IS AGREED THAT CFP WILL RETAIN TITLE TO ANY EQUIPMENT, PARTS OR MATERIAL THAT MAY HAVE BEEN FURNISHED UNTIL FINIAL PAYMENT IS MADE AS AGREED. CFP HAS THE RIGHT TO REMOVE SAME AND WILL BE HELD HARMLESS FOR ANY DAMAGES FROM THE REMOVAL THEREOF.

I HAVE THE AUTHORITY TO ORDER THE WORK AND THE WORK HAS BEEN SATISFACTORILY PERFORMED AS OUTLINED ABOVE. CUSTOMER AGREES TO TERMS & CONDITIONS OF THIS SERVICE ORDER AND ITS RECOMMENDATIONS. IT IS AGREED THAT CFP WILL RETAIN TITLE TO ANY EQUIPMENT, PARTS OR MATERIAL THAT MAY HAVE BEEN FURNISHED UNTIL FINIAL PAYMENT IS MADE AS AGREED. CFP HAS THE RIGHT TO REMOVE SAME AND WILL BE HELD HARMLESS FOR ANY DAMAGES FROM THE REMOVAL THEREOF.	<b><u>DIRECTIONS / SPECIAL INSTRUCTIONS</u></b>		<b>SERVICE CHARGE</b>	\$80.00
			<b>MATERIAL</b>	\$320.00
			<b>LABOR</b>	\$80.00
			<b>SUBTOTAL</b>	\$480.00
	<b><u>SPECIAL ORDER DEPOSIT REQUIRED</u></b>		<b>TAX</b>	\$0.00
	<b>DEPOSIT</b>		<b>SHIPPING</b>	\$25.00
	<b>C.O.D.</b>		<b>TOTAL</b>	<b>\$505.00</b>

**QUOTE VALID FOR 30 DAYS**    **Approved By:** \_\_\_\_\_    **Signature:** \_\_\_\_\_    **Date:** \_\_\_\_\_

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations 185 - 192



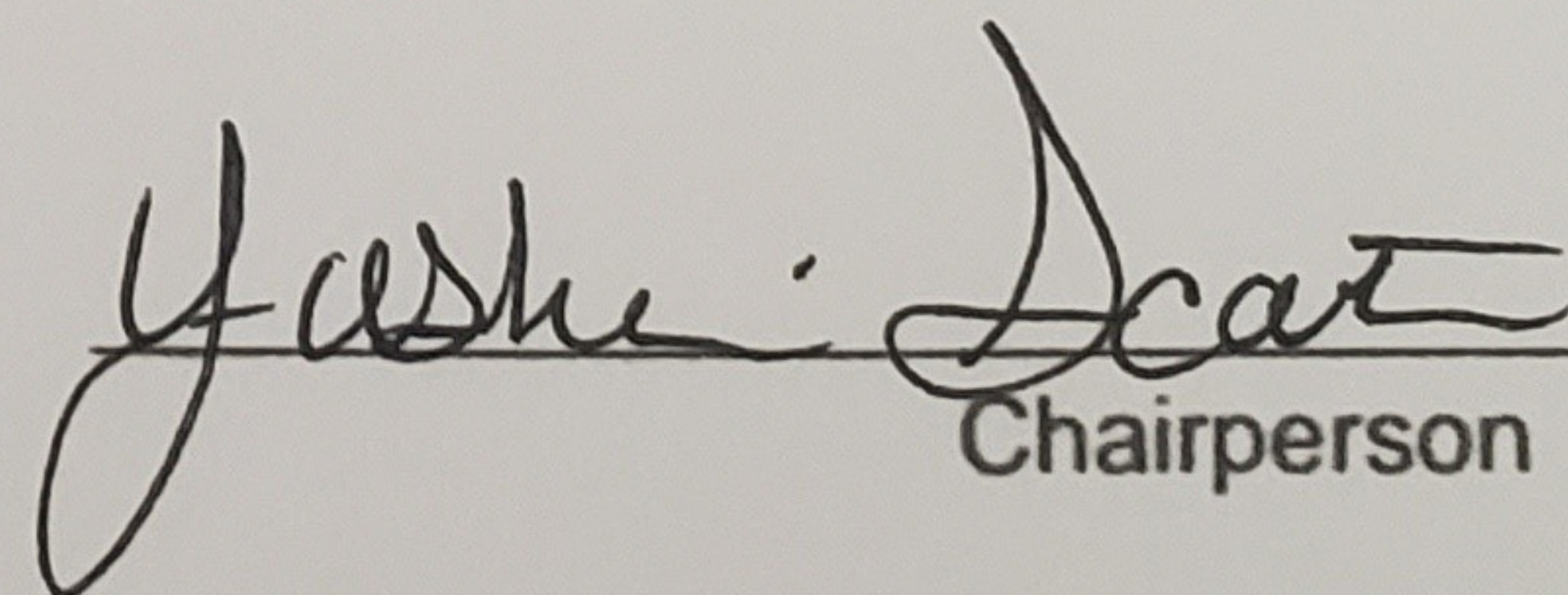
**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 185**

4/14/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Comcast Business (paid online)</b> 6713 SANDLE DR; 04/11/23-05/10/23	Acct: 2518167	\$ 123.40
2	<b>IT Systems of Jacksonville</b> DoorKing System Controller Service Call DoorKing System Controller Replacement	1420 1429	\$ 180.00 \$ 2,091.00
3	<b>Jacksonville Daily Record</b> Legal Advertising on 04/13/23	23-02282D	\$ 116.75
4	<b>JEA (paid online)</b> 12060 Braddock Rd/12424 Cadley Cir; 02/28/23-04/03/23 6714/6794 Sandle Dr; 02/27/23-03/29/23	Acct: 0230853498 Acct: 8245040569	\$ 619.91 <b>CREDIT</b>
5	<b>PFM Group Consulting, LLC</b> District Management Fee: April 2023	DM-04-2023-52	\$ 2,083.33
6	<b>Vector Security</b> Security Monitoring Services 03/21/23 - 04/20/23 Security Recurring Services 03/21/23 - 04/20/23	71883340 71883340	\$ 477.00 \$ 33.00
7	<b>Vesta Property Services</b> Billable Expenses Through March 2023	409240	\$ 201.43
<b>TOTAL</b>			<b>\$ 5,925.82</b>

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

  
Chairperson



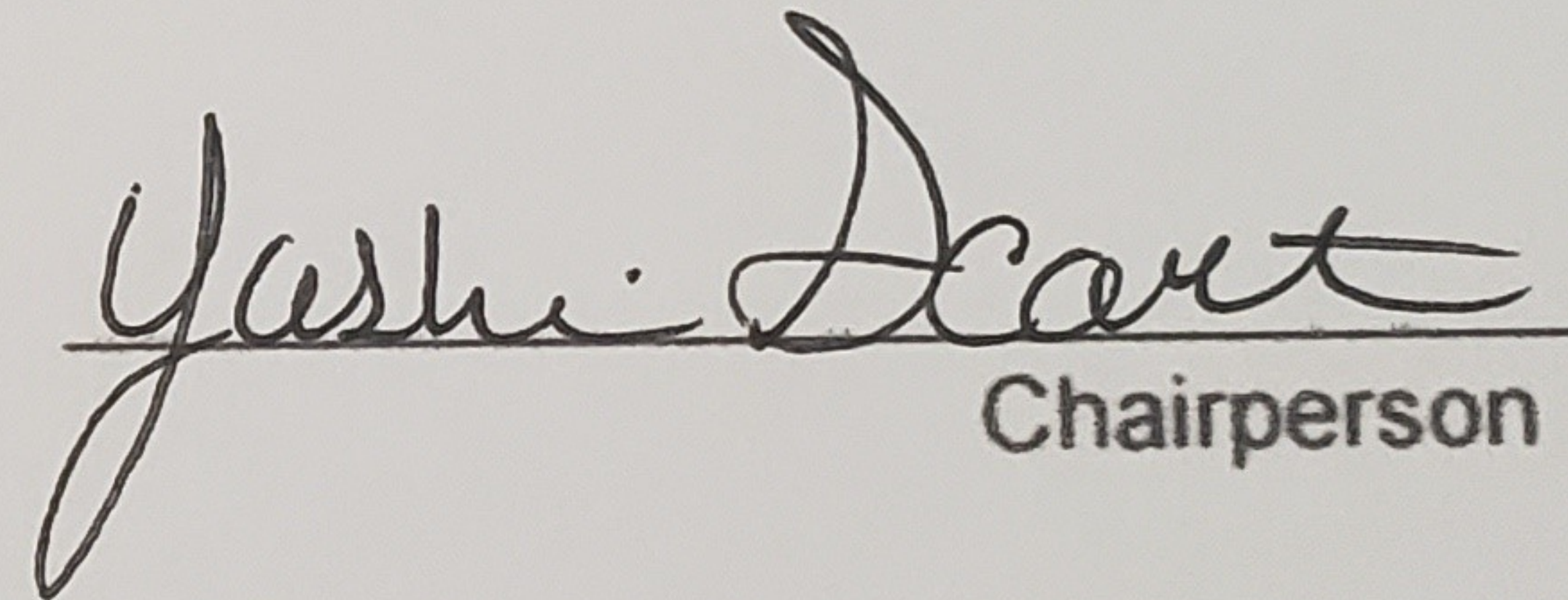
**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 186**

**4/20/2023**

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Bug Out</b> Pest Control Service: April 2023	18139219	\$ 39.00
2	<b>Kilinski   Van Wyk</b> General Counsel Through 03/31/23	6368	\$ 1,281.00
3	<b>Vector Security</b> Security Monitoring/Recurring Services 04/21/23 - 05/20/23	71912782	\$ 560.00
<b>TOTAL</b>			<b>\$ 1,880.00</b>

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

  
Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

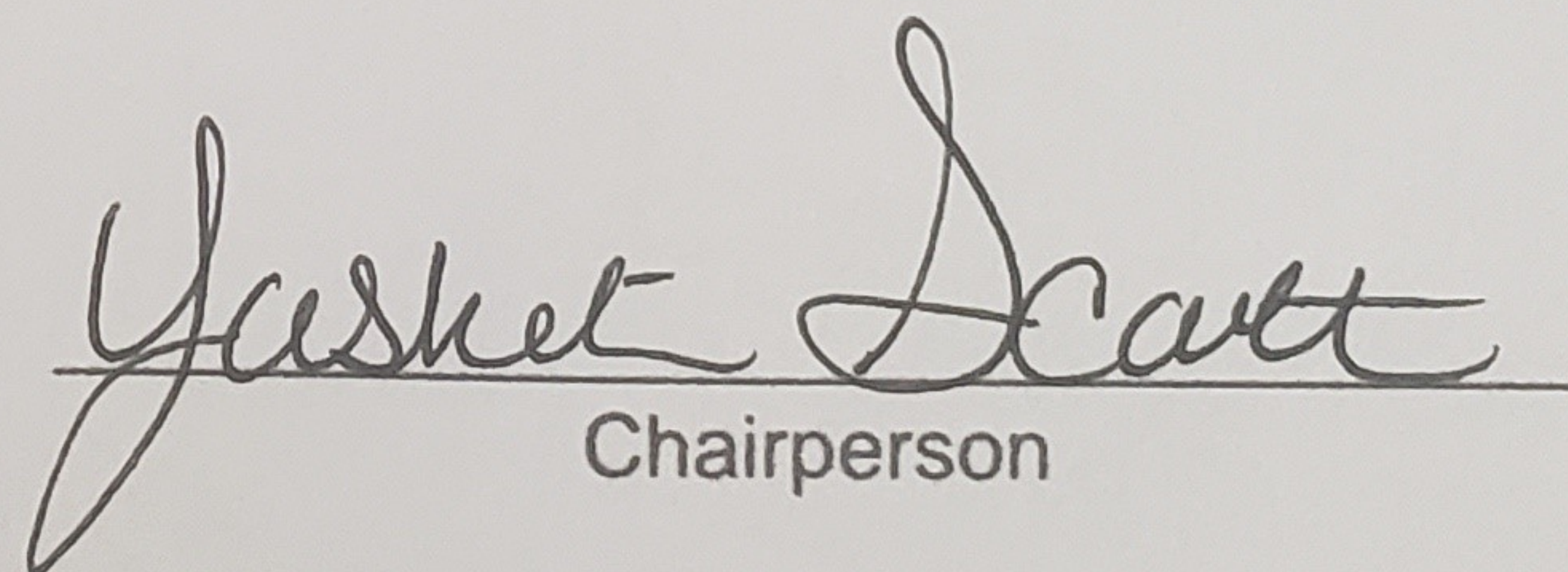
**Payment Authorization 187**

5/5/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>FastSigns</b> Community Reader Board - 50% Balance Due	2215-7694	\$ 644.72
2	<b>PFM Group Consulting, LLC</b> Disclosure Fee S2005A: 01/01/23-03/31/23	124681	\$ 1,250.00
3	<b>Solitude Lake Management</b> Lake & Pond Management: May 2023	PSI-71448	\$ 1,118.67
4	<b>Supervisor Fees - 04/24/2023 Meeting</b> Samuel Cooper Smith Melissa Ritter Jalonda Shanice Dexter Alice Sanford	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
5	<b>Vesta Property Services</b> Field Services/Janitorial/Maintenance: May 2023	409865	\$ 4,626.00

<b>TOTAL</b>	<b>\$ 8,439.39</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

  
Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 188**  
5/11/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Advanced Security Specialist &amp; Consulting</b> Security Services: April 2023 (On Site) Security Services: April 2023 (Roving Patrol)	V0042023-OS V0042023-RP	\$ 3,125.00 \$ 4,025.00
2	<b>Comcast Business (paid online)</b> 6713 SANDLE DR; 05/11/23-06/10/23	Acct: 2518167	\$ 123.40
3	<b>JEA (paid online)</b> 12060 Braddock Rd/12424 Cadley Cir; 03/29/23-04/28/23 6714/6794 Sandle Dr; 03/28/23-04/27/23	Acct: 0230853498 Acct: 8245040569	\$ 565.75 <b>CREDIT</b>
4	<b>Vesta Property Services</b> Billable Expenses Through April 2023	410013	\$ 76.90
<b>TOTAL</b>			<b>\$ 7,916.05</b>

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

  
\_\_\_\_\_  
Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 189**

5/18/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Forshee's Tree Service</b> Pine Tree Removal	179	\$ 700.00
2	<b>Vector Security</b> Security Monitoring/Recurring Services 05/21/23 - 06/20/23	72076943	\$ 560.00
<b>TOTAL</b>			<b>\$ 1,260.00</b>

*Vivian Carvalho*

Secretary/Assistant Secretary

*Jash - Scott*

Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 190**

5/25/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>Bug Out</b> Pest Control Service: May 2023	45238915	\$ 39.00
2	<b>Florida Department of Health (paid online)</b> Amenity Center Pool Permit No. 16-60-1374237	16-BID-6514632	\$ 325.35
3	<b>Jacksonville Sheriff's Office</b> False Alarm Reduction Program Permit Fee	--	\$ 20.00
4	<b>Kilinski   Van Wyk</b> General Counsel Through 04/30/23	6593	\$ 5,929.02
5	<b>PFM Group Consulting, LLC</b> District Management Fee: May 2023	DM-05-2023-52	\$ 2,083.33
6	<b>Yellowstone Landscape</b> Irrigation Repairs: Controller Replacement	JAX 532651	\$ 2,710.00
<b>TOTAL</b>			<b>\$ 11,106.70</b>

*Vivian Carvalho*

Secretary/Assistant Secretary

*Joshua Scott*  
Chairperson



# VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

## Payment Authorization 191

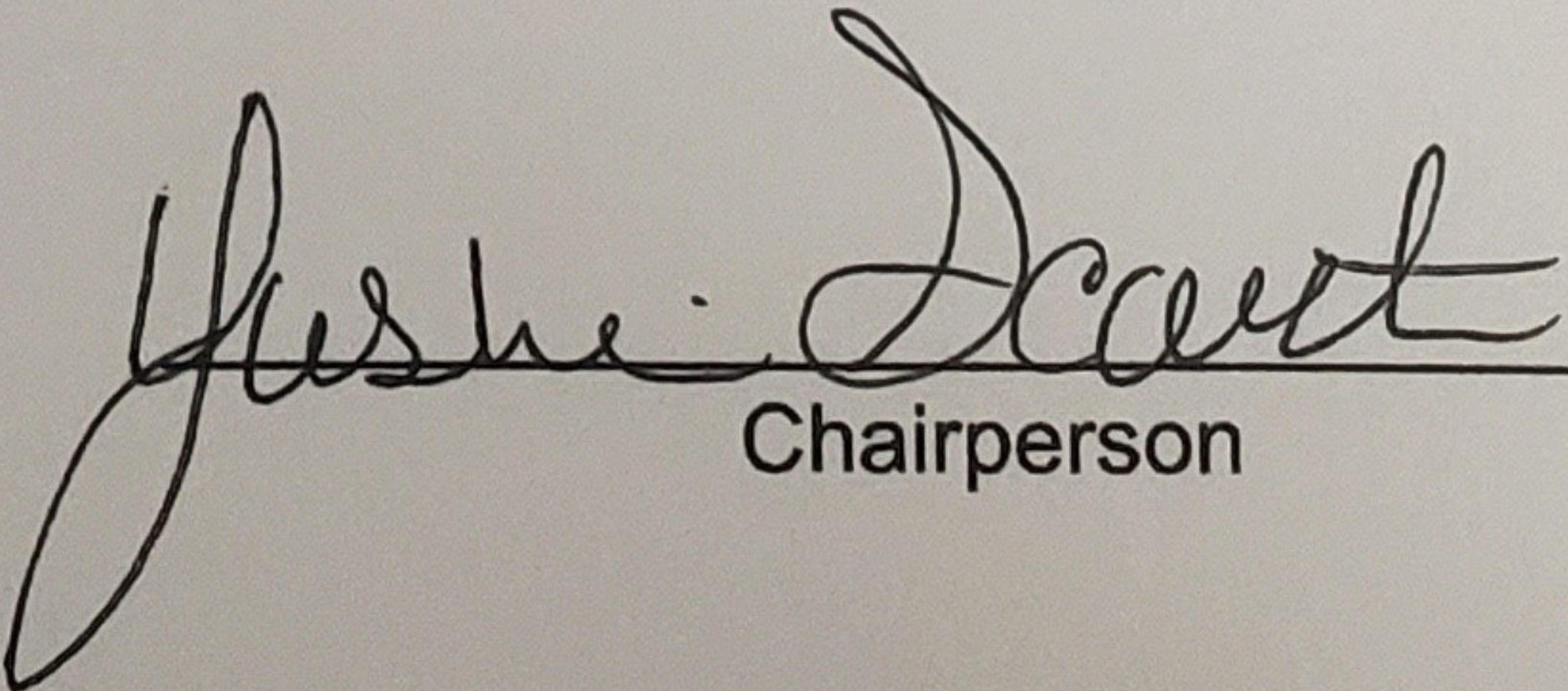
6/7/2023

Item No.	Payee	Invoice #	General Fund FY 2023
<b>1</b>	<b>Advanced Security Specialist &amp; Consulting</b>		
	Security Services: May 2023 (On Site)	V0052023-OS	\$ 3,525.00
	Security Services: May 2023 (Roving Patrol)	V0052023-RP	\$ 4,340.00
<b>2</b>	<b>All Weather Contractors</b>		
	Investigate storm drain at pool parking lot	159566	\$ 3,720.00
	Repair storm drain in playground area	160232	\$ 4,485.00
<b>3</b>	<b>Bob's Backflow &amp; Plumbing Services, Inc.</b>		
	Backflow Test/ Certified and submitted to Utility	90329	\$ 90.00
<b>4</b>	<b>PFM Group Consulting, LLC</b>		
	Postage: Apr. 2023	OE-EXP-05-2023-52	\$ 1.44
<b>5</b>	<b>Solitude Lake Management</b>		
	Lake & Pond Management: Jun 2023	PSI-78474	\$ 1,118.67
<b>6</b>	<b>Vesta Property Services</b>		
	Field Services/Janitorial/Maintenance: Jun 2023	410612	\$ 4,626.00
<b>7</b>	<b>VGlobalTech</b>		
	Quarter 3 ADA Audit	4312	\$ 300.00
	Monthly Website Fee: Feb 2023	4762	\$ 110.00
	Monthly Website Fee: Mar 2023	4834	\$ 110.00
	Monthly Website Fee: Apr 2023	4948	\$ 110.00
	Monthly Website Fee: May 2023	5034	\$ 110.00
	Quarter 4 ADA Audit	4554	\$ 300.00
<b>8</b>	<b>Yellowstone Landscape</b>		
	Landscape Maintenance: May 2023	JAX 536979	\$ 3,724.22
	Annual Bed Additions	JAX 533004	\$ 3,284.03

Subtotal \$ 29,954.36

**TOTAL \$ 29,954.36**

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

  
Chairperson

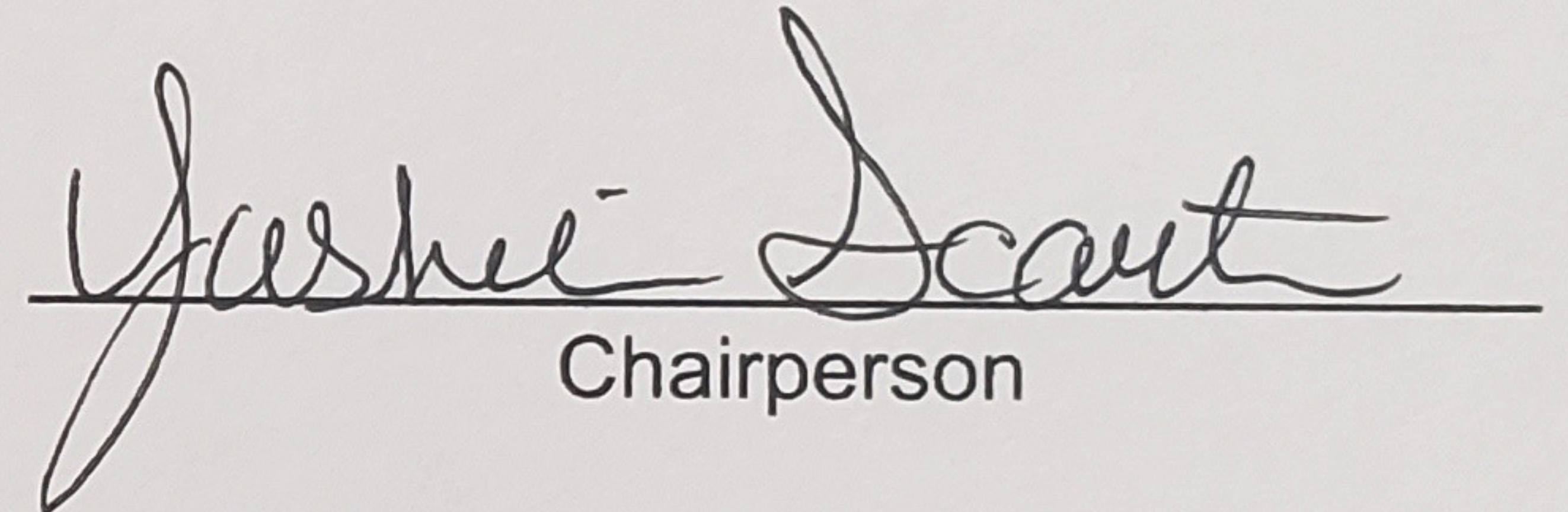


**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 192**  
6/7/2023

Item No.	Payee	Invoice #	General Fund FY 2023
1	<b>VGlobalTech</b> Quarter 1 ADA Audit	4897	\$ 300.00
Subtotal			\$ 300.00
<b>TOTAL</b>			<b>\$ 300.00</b>

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

  
\_\_\_\_\_  
Chairperson



**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

**Villages of Westport CDD**  
Statement of Financial Position  
As of 6/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account - CNB	\$155,197.92				\$155,197.92
State Board of Administration	5,261.83				5,261.83
Debt Service Reserve 2005A		477,289.79			477,289.79
Revenue 2005A Bond		411,556.91			411,556.91
Prepayment 2005A		1,038.12			1,038.12
Acquisition/Construction 2005A			\$76,886.60		76,886.60
Deferred Cost 2005A Bond			502,310.27		502,310.27
Total Current Assets	<u>\$160,459.75</u>	<u>\$889,884.82</u>	<u>\$579,196.87</u>	<u>\$0.00</u>	<u>\$1,629,541.44</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$889,884.82	\$889,884.82
Amount To Be Provided				5,985,115.18	5,985,115.18
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,875,000.00</u>	<u>\$6,875,000.00</u>
<b>Total Assets</b>	<u><u>\$160,459.75</u></u>	<u><u>\$889,884.82</u></u>	<u><u>\$579,196.87</u></u>	<u><u>\$6,875,000.00</u></u>	<u><u>\$8,501,819.63</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$49,039.13				\$49,039.13
Total Current Liabilities	<u>\$49,039.13</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$49,039.13</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable LongTerm				\$6,875,000.00	\$6,875,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,875,000.00</u>	<u>\$6,875,000.00</u>
<b>Total Liabilities</b>	<u><u>\$49,039.13</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,875,000.00</u></u>	<u><u>\$6,924,039.13</u></u>

**Villages of Westport CDD**

Statement of Financial Position  
As of 6/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Net Assets</u></b>					
Fund Balance - Unreserved	(\$4,844.00)				(\$4,844.00)
Net Assets, Unrestricted	129,263.55				129,263.55
Net Assets - General Government	4,599.75				4,599.75
Current Year Net Assets - General Government	(17,598.68)				(17,598.68)
Net Assets, Unrestricted		\$939,602.90			939,602.90
Current Year Net Assets, Unrestricted		(49,718.08)			(49,718.08)
Net Assets, Unrestricted			(\$797,404.12)		(797,404.12)
Net Assets, Unrestricted			1,293,773.36		1,293,773.36
Current Year Net Assets, Unrestricted			82,827.63		82,827.63
<b>Total Net Assets</b>	<u>\$111,420.62</u>	<u>\$889,884.82</u>	<u>\$579,196.87</u>	<u>\$0.00</u>	<u>\$1,580,502.31</u>
<b>Total Liabilities and Net Assets</b>	<u>\$160,459.75</u>	<u>\$889,884.82</u>	<u>\$579,196.87</u>	<u>\$6,875,000.00</u>	<u>\$8,504,541.44</u>

**Villages of Westport CDD**

## Statement of Activities

As of 6/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$205,207.28				\$205,207.28
Off-Roll Assessments	85,953.27				85,953.27
Other Income & Other Financing Sources	520.00				520.00
On-Roll Assessments		\$553,096.94			553,096.94
Off-Roll Assessments		242,411.03			242,411.03
Inter-Fund Group Transfers In		(67,374.46)			(67,374.46)
Inter-Fund Transfers In			\$67,374.46		67,374.46
Total Revenues	<u>\$291,680.55</u>	<u>\$728,133.51</u>	<u>\$67,374.46</u>	<u>\$0.00</u>	<u>\$1,087,188.52</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$2,800.00				\$2,800.00
Public Official Insurance	3,460.00				3,460.00
Trustee Services	3,717.38				3,717.38
District Management	18,749.97				18,749.97
Field Management	14,400.00				14,400.00
Disclosure Agent	2,500.00				2,500.00
District Counsel	32,289.18				32,289.18
Assessment Administration	5,000.00				5,000.00
Postage & Shipping	81.34				81.34
Legal Advertising	1,590.15				1,590.15
Contingency	24,784.18				24,784.18
Web Site Maintenance	1,780.00				1,780.00
Dues, Licenses, and Fees	195.00				195.00
Amenity - Water	90.00				90.00
Amenity - Electric	10,477.71				10,477.71
Amenity - Telephone	1,110.60				1,110.60
Amenity - Insurance	4,819.00				4,819.00
Amenity - Dues & License	325.00				325.00
Amenity - Pool Maintenance	12,968.88				12,968.88
Amenity - Access Control	4,960.45				4,960.45
Amenity - Janitorial	8,190.00				8,190.00
Amenity - Pest Control	312.00				312.00
Amenity - R&M Building	14,575.00				14,575.00
Amenity - R&M Grounds	4,305.34				4,305.34
Amenity - Security	66,239.00				66,239.00
General Insurance	4,211.00				4,211.00
General Repair & Maintenance	15,879.97				15,879.97
Lake Maintenance	10,068.03				10,068.03
Landscaping Maintenance & Material	33,906.64				33,906.64
Landscape Improvements	4,884.03				4,884.03

**Villages of Westport CDD**

Statement of Activities

As of 6/30/2023

	General Fund	Debt Service Fund	Construction Fund	Long Term Debt Group	Total
Community Events	235.40				235.40
Miscellaneous	574.14				574.14
Principal Payment		\$390,000.00			390,000.00
Interest Payments		414,105.00			414,105.00
Total Expenses	<u>\$309,479.39</u>	<u>\$804,105.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,113,584.39</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$200.16				\$200.16
Interest Income		\$26,253.41			26,253.41
Interest Income			\$15,453.17		15,453.17
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$200.16</u>	<u>\$26,253.41</u>	<u>\$15,453.17</u>	<u>\$0.00</u>	<u>\$41,906.74</u>
<b>Change In Net Assets</b>	(\$17,598.68)	(\$49,718.08)	\$82,827.63	\$0.00	\$15,510.87
<b>Net Assets At Beginning Of Year</b>	<u>\$129,019.30</u>	<u>\$939,602.90</u>	<u>\$496,369.24</u>	<u>\$0.00</u>	<u>\$1,564,991.44</u>
<b>Net Assets At End Of Year</b>	<u><u>\$111,420.62</u></u>	<u><u>\$889,884.82</u></u>	<u><u>\$579,196.87</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,580,502.31</u></u>



**Villages of Westport CDD**  
**Budget to Actual**  
**For the period through 6/30/2023**

	Actual	Year To Date Budget	Variance	Adopted FY 2023 Budget
<b><u>Revenues</u></b>				
Assessments	\$ 291,160.55	\$ 217,818.75	\$ 73,341.80	\$ 290,425.00
Carry Forward Surplus	-	41,894.25	(41,894.25)	55,859.00
Other Income & Other Financing Sources	520.00	-	520.00	-
<b>Net Revenues</b>	<b>\$ 291,680.55</b>	<b>\$ 259,713.00</b>	<b>\$ 31,967.55</b>	<b>\$ 346,284.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Official Insurance	\$ 3,460.00	\$ 2,897.25	\$ 562.75	\$ 3,863.00
Supervisor Fees	2,800.00	3,000.00	(200.00)	4,000.00
Trustee Services	3,717.38	2,790.00	927.38	3,720.00
District Management	18,749.97	20,625.00	(1,875.03)	27,500.00
Field Management	14,400.00	14,400.00	-	19,200.00
Dissemination Agent	2,500.00	3,750.00	(1,250.00)	5,000.00
Reamortization Schedule	-	375.00	(375.00)	500.00
District Counsel	32,289.18	3,750.00	28,539.18	5,000.00
Assessment Administration	5,000.00	3,750.00	1,250.00	5,000.00
Audit	-	3,600.00	(3,600.00)	4,800.00
Arbitrage Calculation	-	750.00	(750.00)	1,000.00
Postage & Shipping	81.34	187.50	(106.16)	250.00
Legal Advertising	1,590.15	1,125.00	465.15	1,500.00
Miscellaneous	574.14	750.00	(175.86)	1,000.00
Community Events	235.40	1,500.00	(1,264.60)	2,000.00
Web Site Maintenance	1,780.00	1,890.00	(110.00)	2,520.00
Dues, Licenses, and Fees	195.00	131.25	63.75	175.00
Amenity - Water/Electric	10,567.71	33,750.00	(23,182.29)	45,000.00
Amenity - Telephone	1,110.60	1,125.00	(14.40)	1,500.00
Amenity - Insurance	4,819.00	3,846.75	972.25	5,129.00
Amenity - Dues & License	325.00	300.00	25.00	400.00
Amenity - Irrigation Repairs	-	2,250.00	(2,250.00)	3,000.00
Amenity - Pool Maintenance	12,968.88	13,500.00	(531.12)	18,000.00
Amenity - Access Control	4,960.45	1,275.00	3,685.45	1,700.00
Amenity - Janitorial	8,190.00	7,500.00	690.00	10,000.00
Amenity - Pest Control	312.00	900.00	(588.00)	1,200.00
Amenity - R&M Building	14,575.00	7,595.25	6,979.75	10,127.00
Amenity - R&M Grounds	4,305.34	3,750.00	555.34	5,000.00
Amenity - Security	66,239.00	52,500.00	13,739.00	70,000.00
General Insurance	4,211.00	3,525.00	686.00	4,700.00
General Repair & Maintenance	15,879.97	3,750.00	12,129.97	5,000.00
Irrigation	-	1,875.00	(1,875.00)	2,500.00
Lake Maintenance	10,068.03	10,500.00	(431.97)	14,000.00
Landscaping Maintenance & Material	33,906.64	34,500.00	(593.36)	46,000.00
Landscape Improvements	4,884.03	3,750.00	1,134.03	5,000.00
Right of Way Mowing	-	4,500.00	(4,500.00)	6,000.00
Contingency-Hurricane Repairs	24,784.18	3,750.00	21,034.18	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 309,479.39</b>	<b>\$ 259,713.00</b>	<b>\$ 49,766.39</b>	<b>\$ 346,284.00</b>
<b>Total Expenses</b>	<b>\$ 309,479.39</b>	<b>\$ 259,713.00</b>	<b>\$ 49,766.39</b>	<b>\$ 346,284.00</b>
<b>Income (Loss) from Operations</b>	<b>\$ (17,798.84)</b>	<b>\$ -</b>	<b>\$ (17,798.84)</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 200.16	\$ -	\$ 200.16	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 200.16</b>	<b>\$ -</b>	<b>\$ 200.16</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ (17,598.68)</b>	<b>\$ -</b>	<b>\$ (17,598.68)</b>	<b>\$ -</b>

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

Staff Reports

# **VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

Audience Comments  
and  
Supervisors Requests