

St. Augustine Lakes
Community Development District

MARCH 2, 2022

AGENDA

St. Augustine Lakes
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
Call in Number: 1-877-304-9269, Code 544032

February 23, 2022

Board of Supervisors
St. Augustine Lakes Community Development District

Dear Board Members:

The Audit Committee Meeting of the St. Augustine Lakes Community Development District will be held Wednesday, March 2, 2022 at 11:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, Florida 32092. Immediately following will be the Board of Supervisors meeting.

Audit Committee Meeting

- I. Roll Call
- II. Review and Selection of Audit RFP Criteria
- III. Other Business
- IV. Adjournment

Regular Business Meeting

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Oath of Office for Newly Elected Supervisor (Virginia Feiner)
- IV. Consideration of Minutes of the February 2, 2022 Meeting
- V. Acceptance of the January 26, 2022 Landowners Meeting
- VI. Ratification of Agreement with Dominion Engineering Group, Inc. for Professional Engineering Services
- VII. Matters Related to Series 2022 Bond Issue Process

- VIII. Public Hearing Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2022, Resolution 2022-37
- IX. Agreement with St. Johns County Tax Collector Regarding Uniform Method of Collection
- X. Acceptance of Audit Committee's Recommendation; Approval of Audit Criteria and Authorization for Staff to Publish an RFP for Auditing Services
- XI. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
- XII. Supervisors Requests
- XIII. Audience Comments
- XIV. Financial Statements as of January 31, 2022
- XV. Consideration of Funding Request No. 3
- XVI. Next Scheduled Meeting – April 6, 2022 at 11:00 a.m.
- XVII. Adjournment

SECOND ORDER OF BUSINESS

ST. AUGUSTINE LAKES CDD
AUDITOR SELECTION
EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, or respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

FOURTH ORDER OF BUSINESS

MINUTES OF MEETING
ST. AUGUSTINE LAKES
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the St. Augustine Lakes Community Development District was held on Wednesday, February 2, 2022 at 11:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida.

Present and constituting a quorum were:

Zenzi Rogers	Chairperson
Chris Mayo	Vice Chairman
Mike Della Penta	Supervisor
Tiffany Csalovszki	Supervisor

Also, present were:

Jim Oliver	District Manager
Wes Haber <i>by phone</i>	District Counsel
Bill Schaefer	Dominion Engineering

The following is a summary of the actions taken at the February 2, 2022 St. Augustine Lakes Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m. Four Supervisors were in attendance at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Audience Comments (*regarding agenda items listed below*)

Mr. Oliver explained the comment protocol for audience comments and opened the floor to audience members. There were no public comments.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Oath of Office for Newly Elected Supervisors

Mr. Oliver noted that they recently had the Landowners' Election which is required 90 days after establishment. The four members in attendance were elected through the Landowners' Election. Mr. Oliver administered the oath of office to Ms. Rogers, Mr. Mayo, Ms. Csalovszki, and Mr. Della Penta.

B. Consideration of Resolution 2022-31, Canvassing and Certifying the Results of the Landowners Election

Mr. Oliver reviewed the results of the Landowners' Election with Ms. Rogers and Mr. Mayo receiving 50 votes and Mr. Della Penta, Mr. Bob Deahl, and Ms. Csalovszki receiving 25 votes. Mr. Oliver noted that Ms. Rogers and Mr. Mayo will serve 4-year terms and the remaining Supervisors will serve 2-year terms.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta with all in favor, Resolution 2022-31, Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Acceptance of Resignation Letter from Supervisor Deahl

Mr. Oliver presented Bob Deahl's resignation letter.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Accepting the Resignation Letter from Supervisor Deahl, was approved.

D. Appointment of New Supervisor to Fill Unexpired Term of Office

Mr. Oliver asked for nominations to fill the vacant seat left by the resignation of Mr. Deahl. Ms. Rogers nominated Ms. Virginia Feiner to fill the unexpired term.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Appointing Virginia Feiner to Fill Unexpired Term of Office, was approved.

E. Oath of Office for Newly Appointed Supervisor

Mr. Oliver noted that he would coordinate the oath of office with Ms. Feiner before the next Board meeting.

F. Consideration of Resolution 2022-32, Electing and Designating the Officers of the District

The Board decided to keep Ms. Rogers as Chairperson and Mr. Mayo as Vice Chairperson.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Resolution 2022-32 as slated above, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of the December 22, 2021 Organizational Meeting

Mr. Oliver presented the December 22, 2021 organizational meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the Minutes of the December 22, 2021 Organizational Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-33, Ratifying the Change Date of the Landowners Meeting

Mr. Oliver noted that due to noticing purposes they had to move the meeting back a week.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Resolution 2022-33, Ratifying the Change Date of the Landowners Meeting, was approved.

SIXTH ORDER OF BUSINESS

Public Hearings

A. Adopting the Uniform Method of Collection, Resolution 2022-34

Mr. Oliver asked for a motion to open the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Opening the Public Hearing, was approved.

Mr. Haber reviewed the resolution for the Board. The Board members had no questions on the uniform method of collection.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Adopting the Uniform Method of Collection, Resolution 2022-34, was approved.

B. Imposing and Levying Master Special Assessments, Resolution 2022-35

Mr. Oliver asked for a motion to open the public hearing. Mr. Haber noted that at their organizational meeting the Board adopted two resolutions related to assessments: a resolution declaring assessments and a resolution setting the public hearing for today. The resolution declaring assessments adopted an Engineer's report and an Assessment Methodology, and both of those documents are exhibits to the resolution today.

Mr. Haber noted that a notice was published in the newspaper and mailed to the landowner putting everyone on notice that the District intends on imposing a lien against all the property in the District in an amount not to exceed \$28,000,000.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked for any public comments, and hearing none asked for a motion to close the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Resolution 2022-26, Appointing Bond Counsel as Greenberg Traurig, was approved.

C. Adopting the Rules of Procedure, Resolution 2022-36

Mr. Oliver asked for a motion to open the public hearing. Mr. Haber reviewed the Rules of Procedure. He stated that the rules lay out how the District operates. The first 15 pages of the Rules of Procedure deal with District operations and the remaining pages through 63 deal with how contracts need to be awarded for various services or materials.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Opening the Public Hearing, was approved.

Mr. Oliver asked for any public comments, and hearing none asked for a motion to close the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Adopting the Rules of Procedures, Resolution 2022-36, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of RFQ for Engineering Services**

Mr. Oliver noted that at the direction of the Board they issued a Request for Qualifications and they received one response from Dominion Engineering Group who is serving as the Interim Engineer.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Appointed Dominion Engineering Group to Provide Engineering Services, was approved.

EIGHTH ORDER OF BUSINESS**Appointment of Audit Committee**

Mr. Oliver noted that Section 218 of Florida statutes require that the CDD have an independent audit conducted each year. It also requires that an Audit Committee be formed to go through the process of selecting an auditor. He recommended having the standing Board serve as the Audit Committee.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Appointing the St. Augustine Lakes Board of Supervisors as the Audit Committee, was approved.

NINTH ORDER OF BUSINESS

Discussion of Fiscal Year 2022 Approved Budget

Mr. Oliver stated that the Board approved this budget at their December meeting and they will have the public hearing for adoption at the March meeting. This is a developer funded budget and is just an administrative budget.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber noted that March 8, 2022 at 9:00 a.m. is the bond validation hearing and that is an in-person hearing. He noted that they would like to have someone from the management company, engineering company, and the Chairperson or other Board representative at that hearing.

B. Engineer

Mr. Schaefer had nothing to report. He thanked the Board for hiring his firm as the District Engineer.

C. Manager

Mr. Oliver had nothing to report.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Financial Statements as of December 31, 2021

Mr. Oliver reviewed the financials as of December 31, 2021 and noted that he would answer any questions.

FOURTEENTH ORDER OF BUSINESS Consideration of Funding Request No. 2

Mr. Oliver noted that the amount for the funding request was \$5,091.70.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Funding Request No. 2, was approved.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – March 2, 2022 at 11:00 a.m.

Mr. Oliver stated that the next meeting would be March 2, 2022 and then on March 8, 2022 is the bond validation hearing.

SIXTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

MINUTES OF MEETING
ST. AUGUSTINE LAKES
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the St. Augustine Lakes Community Development District was held Wednesday, January 26, 2022 at 11:00 a.m. at the Offices of GMS, LLC at 475 West Town Place, Suite 114, St. Augustine, Florida.

Present at the meeting were:

Zenzi Rogers
Daniel Laughlin

Proxy Holder
GMS, District Manager

The following is a summary of the actions taken at the January 26, 2022 St. Augustine Lakes Community Development District's Landowners' Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order.

SECOND ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Laughlin noted that she had a proxy authorizing Zenzi Rogers to cast up to 226 votes on behalf of Lennar Homes and AGWIP Asset Management.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners Meeting**

Mr. Laughlin was elected Chairperson for the purpose of conducting the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisors

Ms. Rogers nominated Zenzi Rogers, Chris Mayo, Tiffany Csalovski, Mike Della Penta, and Bob Deahl.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Rogers casted 50 votes for Zenzi Rogers and Chris Mayo. She casted 25 votes for Tiffany Csalovski, Mike Della Penta, and Bob Deahl.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots and Announcement of Results

Mr. Laughlin stated that Ms. Rogers and Mr. Mayo would serve four-year terms and Ms. Csalovski, Mr. Della Penta, and Mr. Deahl will serve two-year terms.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

SIXTH ORDER OF BUSINESS

**AGREEMENT BETWEEN ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT
DISTRICT AND DOMINION ENGINEERING GROUP, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into effective the 10th day of February, 2022, by and between:

St. Augustine Lakes Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with a mailing address at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

Dominion Engineering Group, Inc., a Florida corporation, with a mailing address of 4348 Southpoint Blvd., Suite 204, Jacksonville, Florida 32216 ("Engineer").

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform professional engineering services on a continuing basis for the District's infrastructure improvements including, but not limited to roadway, stormwater system/management/earthwork, water & sewer utilities, signage, lighting, underground electrical, landscape & irrigation, conservation & mitigation, amenity, recreation & hardscape, and other public improvements, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 - 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures, if any, and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractor's pay estimates.
 - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of

this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, a form of which is attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. **Lump Sum Amount** - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, *Florida Statutes*, for **CATEGORY FOUR**, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

ARTICLE 7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this

Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. INDEPENDENT CONTRACTOR. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

ARTICLE 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

ARTICLE 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation

Statutory

General Liability

Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$500,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except on Worker's Compensation Insurance and Professional Liability for Errors and Omissions Insurance. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 16. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and

the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done in connection with any of the matters set out in these specifications. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000), and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

ARTICLE 17. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

ARTICLE 18. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

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

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850,

JOLIVER@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 19. CONTROLLING LAW; JURISDICTION AND VENUE. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in St. Johns County, Florida.

ARTICLE 20. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

ARTICLE 21. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:

St. Augustine Lakes Community Development
District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to:

Kutak Rock LLP
Post Office Box 10230 (32302)
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Wesley S. Haber

If to Engineer:

Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 204
Jacksonville, Florida 32216
Attn: William E. Schaefer, II

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

ARTICLE 23. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

ARTICLE 24. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 25. E-Verify Requirements. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

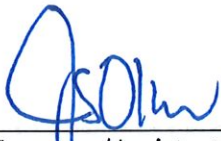
By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 26. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**ST. AUGUSTINE LAKES COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/~~Assistant Secretary~~




Chairman, Board of Supervisors

**DOMINION ENGINEERING GROUP, INC., a Florida
corporation**



Witness



By: William E. Schaefer
Its: President



Witness

Exhibit A – Form of Work Authorization
Exhibit B – Rate Schedule

Exhibit A

WORK AUTHORIZATION #_____

_____, 20__

St. Augustine Lakes Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Subject: **Work Authorization Number _____**
St. Augustine Lakes Community Development District

Dear Chairperson, Board of Supervisors:

Dominion Engineering Group, Inc. ("Engineer") is pleased to submit this work authorization to provide professional services for the St. Augustine Lakes Community Development District ("District"). We will provide these services pursuant to our current agreement dated March 2, 2022 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Engineer to perform the work described in **Attachment A**, attached hereto.

II. Fees

The District will compensate Engineer in accordance with the terms of the Agreement and **Attachment A**.

This proposal, together with the Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Dominion Engineering Group, Inc. We look forward to helping you create a quality project.

Sincerely,

Authorized Representative of
Dominion Engineering Group, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
St. Augustine Lakes Community Development District

Date: _____

EXHIBIT B
RATE SCHEDULE

PRINCIPAL ENGINEER	\$185/HR
ENGINEER	\$140/HR
SENIOR DESIGNER	\$125/HR
DESIGNER	\$100/HR
ADMINISTRATION	\$65/HR

EIGHTH ORDER OF BUSINESS

RESOLUTION 2022-37

THE ANNUAL APPROPRIATION RESOLUTION OF THE ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE REMAINDER OF THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Augustine Lakes Community Development District (“**District**”) was recently established by the Board of County Commissioners of St. Johns County, Florida on November 4, 2021; and

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the District a proposed budget (“**Proposed Budget**”) for the remainder of the fiscal year beginning October 1, 2021, and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) 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 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 ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. 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 2NDDAY OF MARCH 2022.

ATTEST:

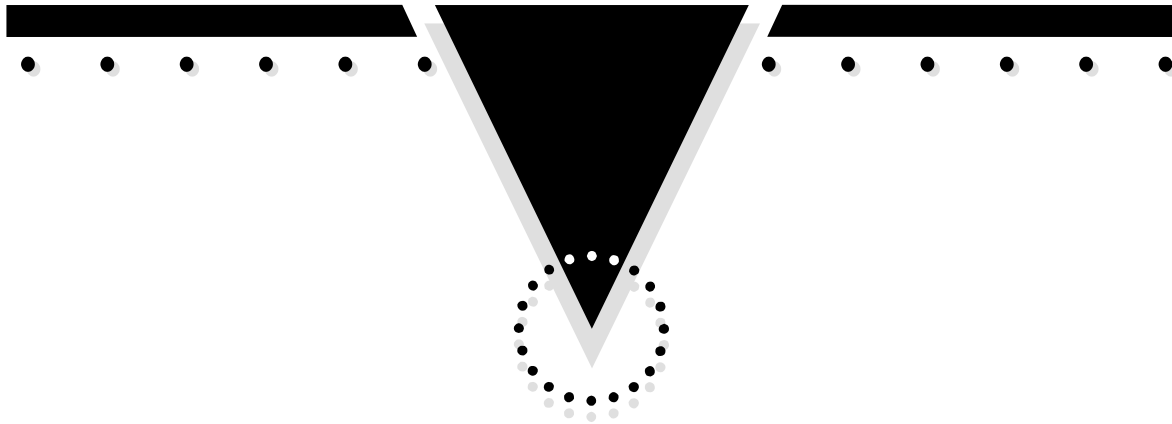
**ST. AUGUSTINE LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Budget

Exhibit A
Fiscal Year 2021/2022 Budget



St Augustine Lakes Community Development District

Approved Budget

FY 2022

December 17, 2021



St. Augustine Lakes Community Development District

TABLE OF CONTENTS

1 _____ General Fund

2-4 _____ General Fund Narrative

St. Augustine Lakes CDD

Community Development District

	Approved Budget	
Description	FY 2022	
<u>Revenues</u>		
Developer Contributions	\$	93,564
Facility Income	\$	-
Assessments	\$	-
Interest / Miscellaneous	\$	-
Total Revenues	\$	93,564

Expenditures

Administrative

Supervisors Fees	\$	9,000
FICA Expense	\$	689
Engineering	\$	9,000
Attorney	\$	18,750
Arbitrage	\$	-
Assessment Administration	\$	-
Dissemination Agent	\$	-
Annual Audit	\$	-
Trustee Fees	\$	-
Management Fees	\$	33,750
Information Technology	\$	1,350
Website Creation/ADA Compliance	\$	1,750
Website Maintenance	\$	900
Telephone	\$	375
Postage	\$	750
Insurance	\$	5,000
Printing & Binding	\$	900
Legal Advertising	\$	10,000
Other Current Charges	\$	750
Office Supplies	\$	450
Dues, Licenses & Subscriptions	\$	150
Administrative Expenditures	\$	93,564

Amenity Center

Utilities

Telephone	\$	-
Electric	\$	-
Water/Irrigation	\$	-
Cable	\$	-
Gas	\$	-
Trash Removal	\$	-

St. Augustine Lakes CDD

Community Development District

Description	Approved Budget FY 2022
Security	
Security Monitoring	\$ -
Access Cards	\$ -
Management Contracts	
Facility Management	\$ -
Pool Attendants	\$ -
Field Mgmt / Admin	\$ -
Pool Maintenance	\$ -
Pool Chemicals	\$ -
Janitorial	\$ -
Facility Maintenance	\$ -
Repairs & Maintenance	\$ -
Maintenance Reserves	\$ -
New Capital Projects	\$ -
Special Events	\$ -
Holiday Decorations	\$ -
Fitness Center Repairs/Supplies	\$ -
Office Supplies	\$ -
ASCAP/BMI Licenses	\$ -
Amenity Center Expenditures	\$ -
<u>Grounds Maintenance</u>	
Hydrology Quality/Mitigation	\$ -
Landscape Maintenance	\$ -
Landscape Contingency	\$ -
Lake Maintenance	\$ -
Grounds Maintenance	\$ -
Pump Repairs	\$ -
Streetlight Repairs	\$ -
Irrigation Repairs	\$ -
Miscellaneous	\$ -
Grounds Maintenance Expenditures	\$ -
Total Amenity & Grounds Maintenance Exp.	\$ -
TOTAL EXPENDITURES	\$ 93,564
Excess Revenues/(Expenditures)	\$ -

*All expenses prorated amount represents 9 months of fiscal year.

St. Augustine Lakes Community Development District

General Fund Budget

REVENUES:

Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year. The assessment may either be invoiced directly to the property owner or placed on the St. Johns County Tax Roll.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, The Florida Statutes, allows each Board member to receive \$200 per meeting not to exceed \$4,800 per year per supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

Engineering

The District will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be provide general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Management Fees

The District will contract to receive management, accounting and administrative services as part of a management agreement.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Creation/ADA Compliance

Costs to create the initial District website and ensure the District meets ADA compliance guidelines.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

St. Augustine Lakes
Community Development District
General Fund Budget

Telephone

Telephone conference costs for District meetings, workshops and committee meetings.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc. in a newspaper of general circulation.

Other Current Charges

Estimated bank charges and any other miscellaneous expenses that incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

NINTH ORDER OF BUSINESS

AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of March, 2022 by and between St. Augustine Lakes Community Development District, a unit of special-purpose government created and chartered by, and established pursuant, to Chapter 190, Florida Statutes, and Ordinance No. 2021-81, of St. Johns County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (hereinafter referred to as "the District"), and the ST. JOHNS COUNTY TAX COLLECTOR, a constitution officer of the State of Florida, whose address is 4030 Lewis Speedway, St. Augustine, Florida 32084 (hereinafter referred to as "Tax Collector").

WITNESSETH:

WHEREAS, the District is authorized to, and did assess, impose and levy special assessments or non-ad valorem assessments and for collection purposes by Resolution 2022-34, adopted February 2, 2022, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, (hereinafter referred to as the "Uniform Collection Method") as authorized by Sections 197.3632 and 190.011(14), Florida Statutes (2014); and

WHEREAS, the Uniform Collection Method, with its enforcement provisions including the sale of tax certificates and issuance of tax deeds in the event of enforcing against any delinquencies, is both more fair to the delinquent property owner and also to all non-delinquent property owners than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector ("Tax Collector"), which will produce positive economic benefits to St. Johns County and the District; and

WHEREAS, as the Uniform Collection Method will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632(7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge the District a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, provides that the District shall compensate the Tax Collector 2% pursuant to the provisions of Section 192.091(2)(b), Florida Statutes, or the actual costs of collection, whichever is greater.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include compensation by the District to the Tax Collector pursuant to Section 197.3632(8)(c), Florida Statutes, for any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by the District, pursuant to Section 197.3632(7), Florida Statutes, and reimbursement for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming that attend all of the collection and enforcement duties imposed upon the Tax Collector by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

ARTICLE II

TERM

The term of this Agreement shall commence on January 1, 2022 and shall run through December 31, 2022, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless the parties hereto, prior to said date, have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by the Tax Collector. However, the District shall inform the Tax Collector, as well as the St. Johns County Property Appraiser and the Florida Department of Revenue, by January 10, in any calendar year the District intends to discontinue using the Uniform Collection Method of collecting the non-ad valorem assessments referred to in this Agreement pursuant to Section 197.3632(6), Florida Statutes.

ARTICLE III

COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by and through any ordinances promulgated by St. Johns County not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes by the Florida Department of Revenue.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District agrees, covenants, and contracts to:

(a) Be solely responsible for assessing, imposing and levying valid non-ad valorem assessments;

(b) Indemnify and hold Tax Collector harmless from any assessments and all claims, liability, loss, damage, expense, suits, judgments, counsel fees and/or costs relating to any imposition or levy by the District hereunder or relating to any duties of the District under Section 197.3632, Florida Statutes;

(c) Compensate Tax Collector on an annual basis during the term of this Agreement at a rate of 2% of the amount of special assessments collected and remitted or the actual costs of collection, whichever is greater, pursuant to Sections 197.3632(8)(c) and 192.091(2)(b), Florida Statutes;

(d) Reimburse Tax Collector for necessary costs for the collection and enforcement of the applicable non-ad valorem assessments by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(e) Pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes.

(f) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the Uniform Collection Method pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Florida Department of Revenue thereunder.

(g) By September 15 of each calendar year, the Chairman of the Board of Supervisors of the District, or his or her designee, shall officially certify to the Tax Collector the final non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Florida Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions. If the Tax Collector discovers errors or omissions on such roll, it may request that the District file a corrected roll or a correction of the amount of any assessment. The District shall inform the Tax Collector, as well as the Property Appraiser and the Florida Department of Revenue by January 10 if it intends to discontinue use of the Uniform Collection

Method.

(h) The District agrees to cooperate with the Tax Collector to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or their successor statutory provisions and all applicable rules promulgated by the Florida Department of Revenue and their successor rules.

(i) The District agrees that, as to any cost, fee or expense to be paid, compensated or reimbursed to Tax Collector hereunder, Tax Collector may, at its option, deduct the same from any disbursement to the District.

ARTICLE V

DUTIES OF THE TAX COLLECTOR

The Tax Collector agrees, covenants, and contracts to the following terms:

(a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for the District, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Florida Department of Revenue, and in accordance with any specific ordinances or resolutions shall clearly state its intent to use the Uniform Collection Method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

(b) The Tax Collector shall collect the non-ad valorem assessments of the District certified no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and the format used by the Property Appraiser for the ad valorem rolls submitted to the Florida Department of Revenue and if free of errors or omissions.

(c) The Tax Collector agrees to cooperate with the District in implementing the Uniform Collection Method for collecting and enforcing non-ad valorem assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non-ad valorem assessment roll that is not officially certified by the District by September 15 of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Florida Department of Revenue except as agreed by the parties.

(d) If the Tax Collector discovers errors or omissions on such roll, it may request that the District file a corrected roll or a correction of the amount of any assessment and the District shall bear the costs of any such error or omission.

(e) If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Florida Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of the delay in multiple notices. If such a separate mailing is effected, the District shall bear all costs associated that could not be merged, upon timely billing by the Tax Collector.

ARTICLE VI

Miscellaneous

(a) Any notices concerning the terms of this agreement or its implementation shall be furnished to:

Dennis W. Hollingsworth
St. Johns County Tax Collector
Post Office Box 9001
St. Augustine, Florida 32085-9001

(b) In the event any provision of this Agreement is found unlawful or otherwise unenforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.

(c) This Agreement contains the full and complete agreement of the parties hereto and no amendments to this Agreement shall be of any force or effect unless they are agreed to separately in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have

caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:

ST. JOHNS COUNTY TAX COLLECTOR

Witness

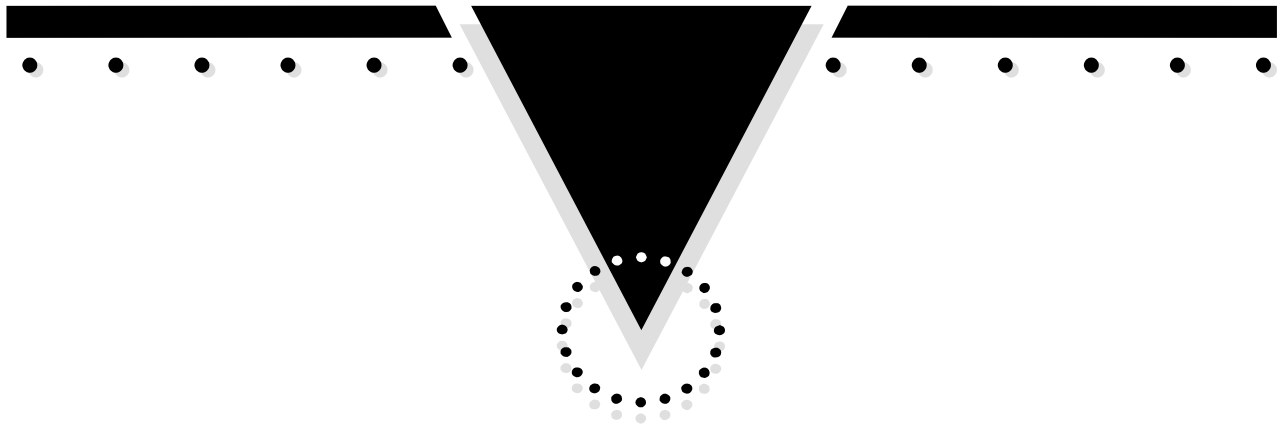
By: _____
Dennis W. Hollingsworth, C.F.C.

**ST. AUGUSTINE LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: _____

FOURTEENTH ORDER OF BUSINESS



St Augustine Lakes Community Development District

Unaudited Financial Reporting

January 31, 2022



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1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Month to Month</u>
4	<u>Developer Contributions Schedule</u>

ST AUGUSTINE LAKES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
January 31, 2022

	<u>General</u>
<u>ASSETS:</u>	
CASH	\$0
DUE FROM DEVELOPER	\$28,442
TOTAL ASSETS	<u>\$28,442</u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$7,821
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNRESTRICTED	\$20,621
TOTAL LIABILITIES & FUND EQUITY	<u>\$28,442</u>

St Augustine Lakes

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending
January 31, 2022

	PROPOSED BUDGET	PRORATED BUDGET 12/31/21	ACTUAL 12/31/21	VARIANCE
<u>REVENUES:</u>				
Developer Contributions	\$93,564	\$20,792	\$28,442	\$7,650
TOTAL REVENUES	\$93,564	\$20,792	\$28,442	\$7,650
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisors Fees	\$9,000	\$2,000	\$0	\$2,000
FICA Expense	\$689	\$153	\$0	\$153
Engineering	\$9,000	\$2,000	\$0	\$2,000
Attorney	\$18,750	\$4,167	\$0	\$4,167
Management Fees	\$33,750	\$7,500	\$0	\$7,500
Information Technology	\$1,350	\$300	\$0	\$300
Website Creation/ADA Compliance	\$1,750	\$389	\$0	\$389
Website Maintenance	\$900	\$200	\$0	\$200
Telephone	\$375	\$83	\$0	\$83
Postage	\$750	\$167	\$0	\$167
Insurance	\$5,000	\$5,000	\$3,740	\$1,260
Printing & Binding	\$900	\$200	\$0	\$200
Legal Advertising	\$10,000	\$3,931	\$3,931	\$0
Other Current Charges	\$750	\$167	\$0	\$167
Office Supplies	\$450	\$100	\$0	\$100
Dues, Licenses & Subscriptions	\$150	\$150	\$150	\$0
TOTAL EXPENDITURES	\$93,564	\$26,506	\$7,821	\$18,685
EXCESS REVENUES (EXPENDITURES)	\$0		\$20,621	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$20,621	

**St Augustine Lakes
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES													
Developer Contributions	\$0	\$0	\$21,750	\$6,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,442
TOTAL REVENUES	\$0	\$0	\$21,750	\$6,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,442
EXPENDITURES													
Supervisors Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Information Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Website Creation/ADA Compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$3,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,740
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal Advertising	\$0	\$0	\$0	\$3,931	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,931
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL EXPENDITURES	\$0	\$0	\$0	\$7,821	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,821
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	\$21,750	(\$1,129)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,621

**St Augustine Lakes Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	Over and (short) Balance Due
1	12/8/21	2/11/22	\$ 21,750.00	\$ 21,750.00	\$ -
2	1/18/22			\$ 6,691.70	\$ 6,691.70

Due from Developer	\$ 21,750.00	\$ 28,441.70	\$ 6,691.70
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Total Developer Contributions FY22

\$ 28,441.70

FIFTEENTH ORDER OF BUSINESS

St. Augustine Lakes

Community Development District

FY 22 Funding Request #3

February 23, 2022

PAYEE	GENERAL FUND	CAPITAL REIMBURSEMENT
1 Department of Economic Opportunity Inv# 85620 - FY2022 Special District Fee - 1/13/2022	\$ 150.00	
2 Dominion Engineering Group Inc Inv #2022-5139 CDD Meeting	\$ 420.00	
3 Governmental Management Services Inv# 3 - Management Fees - February 2022	\$ 4,129.13	
4 Kutak Rock LLP Inv# 2980033 - General Counsel - December 2021 Inv# 2980035 - Bond Validation - December 2021	\$ 3,680.50	\$ 3,850.00
	\$ 8,379.63	\$ 3,850.00
TOTAL		<u>\$ 12,229.63</u>

Please make check payable to:

St. Augustine Lakes CDD
475 West Town Place Ste 114
St Augustine FL 32092

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2021/2022 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

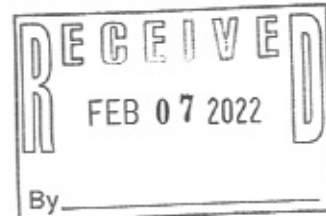
Invoice No.: 85620			Date Invoiced: 01/13/2022
Annual Fee: \$150.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 03/14/2022: \$150.00

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

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

St. Augustine Lakes Community Development District
 Mr. Wesley Haber
 Kutak Rock LLP
 P.O. Box 10230
 Tallahassee, FL 32302

*Commencing 2/16/22:
 107 West College Avenue
 Tallahassee, FL 32301



- | | |
|---------------------------------------|---|
| 2. Telephone: | (850) 566-3413 (404) 222-4760 |
| 3. Fax: | (000) 000-0000 (404) 222-4759 |
| 4. Email: | wesley.haber@kutakrock.com |
| 5. Status: | Independent |
| 6. Governing Body: | Elected |
| 7. Website Address: | Not on file - please provide. www.staugustinelakescdd.com |
| 8. County(ies): | St. Johns |
| 9. Function(s): | Community Development |
| 10. Boundary Map on File: | 01/13/2022 |
| 11. Creation Document on File: | 01/13/2022 |
| 12. Date Established: | 11/04/2021 |
| 13. Creation Method: | Local Ordinance |
| 14. Local Governing Authority: | St. Johns County |
| 15. Creation Document(s): | County Ordinance 2021-81 |
| 16. Statutory Authority: | Chapter 190, Florida Statutes |
| 17. Authority to Issue Bonds: | Yes |
| 18. Revenue Source(s): | Assessments |
| 19. Most Recent Update: | 01/13/2022 |

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

Registered Agent's Signature: Wesley Haber Date 02/07/22

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

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

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

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

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

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4500

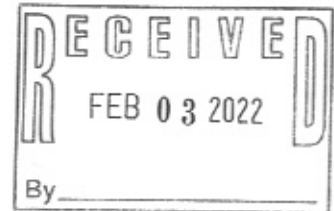
Date: February 1, 2022

Invoice Number 2022-5139

Net 15 days

Zenzi Rogers
Director of Forward Planning
Lennar Homes
9440 Philips Highway, Suite 7
Jacksonville, FL 32256

Reference: Interim District Engineer
St. Augustine Lakes CDD, St. Johns County, FL
DEG Project Number 2178.001



Task 1 Petition to Establish the CDD

\$7,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$7,500.00	0	\$7,500.00	100	\$7,500.00	\$7,500.00	\$0.00

Task 2 Master Engineer's Report

\$12,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$12,500.00	0	\$12,500.00	100	\$12,500.00	\$12,500.00	\$0.00

Task 3 Supplemental Engineer's Report (each separate bond issuance)

\$7,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$7,500.00	0	\$7,500.00	0	\$0.00	\$0.00	\$0.00

Task 4 Construction Administration (budget hourly)

\$Hourly

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$70	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	0	\$0.00
Principal	\$185	2	\$370.00
TOTAL		2	\$370.00

1. CDD Meeting

Subtotal \$370.00

Other Direct Costs:

Sonlight Courier \$50.00

Total ODC \$50.00

Total Amount Due \$420.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are not fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 3

Invoice Date: 2/1/22

Due Date: 2/1/22

Case:

P.O. Number:

BILL To:

St. Augustine Lakes CDD
475 West Town Place
Suite 114
St. Augustine, FL

Description	Hours/Qty	Rate	Amount
Management Fees - February 2022		3,750.00	3,750.00
Website Administration - February 2022		100.00	100.00
Postage		17.57	17.57
Copies		175.95	175.95
Telephone		46.72	46.72
HC Brand Stamp		38.89	38.89
Total			\$4,129.13
Payments/Credits			\$0.00
Balance Due			\$4,129.13

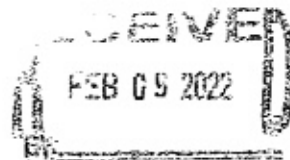
KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 31, 2022

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 2980033

Client Matter No. 25223-1

St Augustine Lakes Community Development District

c/o Governmental Management Services

Suite 114

475 West Town Place

St. Augustine, FL 32092

Invoice No. 2980033

25223-1

Re: General Counsel

For Professional Legal Services Rendered

11/29/21	W. Haber	0.40	140.00	Confer with Mr. Schwartz regarding status; confer with Mr. Oliver regarding organizational meeting
12/06/21	K. Jusevitch	0.40	58.00	Confer with Haber; review and amend organizational meeting agenda; correspond with district manager
12/07/21	K. Jusevitch	0.40	58.00	Correspond with district manager regarding organizational meeting agenda; prepare checklist
12/08/21	W. Haber	0.90	270.00	Confer with Mr. Oliver regarding organizational meeting; review and revise documents for organizational meeting
12/08/21	K. Jusevitch	0.40	58.00	Correspond with district manager; confer with Haber; prepare organizational meeting documents
12/09/21	W. Haber	0.60	180.00	Begin review of organizational documents
12/09/21	K. Jusevitch	2.50	362.50	Prepare organizational meeting documents; confer with Haber

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

St Augustine Lakes Community Development

January 31, 2022

Client Matter No. 25223-1

Invoice No. 2980033

Page 2

12/13/21	W. Haber	0.60	180.00	Confer with Mr. Oliver and Ms. Rogers regarding organizational meeting notice and rescheduling of same
12/15/21	K. Jusevitch	0.90	130.50	Amend organizational meeting documents; confer with Haber
12/16/21	W. Haber	0.80	240.00	Review and revise organizational documents
12/16/21	K. Jusevitch	0.30	43.50	Review organizational meeting documents and correspond with district manager
12/17/21	W. Haber	0.80	240.00	Finalize organizational documents
12/17/21	K. Jusevitch	0.80	116.00	Confer with Haber; finalize organizational meeting documents and correspond with district manager
12/18/21	W. Haber	0.60	180.00	Finalize organizational documents
12/18/21	K. Jusevitch	0.70	101.50	Prepare organizational meeting documents; confer with Haber and correspond with district manager
12/19/21	K. Jusevitch	0.20	29.00	Confer with Haber and correspond with district manager regarding organizational meeting documents
12/21/21	W. Haber	0.90	270.00	Prepare for organizational meeting
12/22/21	W. Haber	0.80	240.00	Prepare for and participate in Board meeting
12/22/21	K. Jusevitch	0.30	43.50	Confer with Haber regarding organizational meeting and bond validation preparation
12/27/21	W. Haber	0.40	120.00	Review and revise notice for landowner election
12/27/21	K. Jusevitch	1.30	188.50	Prepare bond validation complaint
12/28/21	W. Haber	0.40	120.00	Confer with district management regarding landowner election notice; begin preparation of resolution ratifying date
12/29/21	W. Haber	0.30	90.00	Prepare resolution ratifying change of date for landowner election
12/29/21	K. Jusevitch	0.40	58.00	Document organization
12/30/21	W. Haber	0.40	120.00	Begin preparation of agreement for ADA website services
12/30/21	K. Jusevitch	0.30	43.50	Confer with Haber and Sandy regarding web design agreement

KUTAK ROCK LLP

St Augustine Lakes Community Development

January 31, 2022

Client Matter No. 25223-1

Invoice No. 2980033

Page 3

TOTAL HOURS 16.80

TOTAL FOR SERVICES RENDERED \$3,680.50

TOTAL CURRENT AMOUNT DUE \$3,680.50

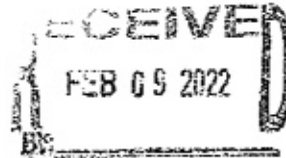
KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 28, 2022

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 2980035

Client Matter No. 25223-2

St Augustine Lakes Community Development District

c/o Governmental Management Services

Suite 114

475 West Town Place

St. Augustine, FL 32092

Invoice No. 2980035

25223-2

Re: Bond Validation

For Professional Legal Services Rendered

12/08/21	W. Haber	0.90	270.00	Confer with Mr. Schacfer regarding engineer's report
12/17/21	W. Haber	0.50	150.00	Begin preparation of validation complaint
12/18/21	W. Haber	0.40	120.00	Begin preparation of validation complaint
12/21/21	W. Haber	0.80	240.00	Continue to prepare complaint
12/22/21	W. Haber	0.60	180.00	Continue to prepare bond validation complaint
12/23/21	W. Haber	0.70	210.00	Review validation documents
12/29/21	W. Haber	1.60	480.00	Review and revise validation complaint; review related documents
12/29/21	K. Jusevitch	0.40	58.00	Update validation complaint; confer with Haber
12/30/21	W. Haber	0.80	240.00	Confer with Ms. Jusevitch regarding hearing coordination; review order and notice
12/30/21	K. Jusevitch	2.30	333.50	File bond validation complaint; research judicial rules and calendar; prepare pleadings and draft order; confer with Haber

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ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

St Augustine Lakes Community Development

January 28, 2022

Client Matter No. 25223-2

Invoice No. 2980035

Page 2

TOTAL HOURS 9.00

TOTAL FOR SERVICES RENDERED \$2,281.50

TOTAL CURRENT AMOUNT DUE \$2,281.50