St. Augustine Lakes

Community Development District

JULY 5, 2023

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 7067214

June 28, 2023

Board of Supervisors St. Augustine Lakes Community Development District

Dear Board Members:

The Meeting of the St. Augustine Lakes Community Development District will be held Wednesday, July 5, 2023 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.

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Consideration of Minutes of the June 7, 2023 Meeting
- IV. Preparation for Conveyance of Improvements to District
- V. Ratification of Landscape Maintenance Agreement
- VI. Discussion of Fiscal Year 2024 Approved Budget
- VII. Staff Reports A. Attorney
 - B. Engineer
 - C. Manager
- VIII. Supervisors Requests
- IX. Audience Comments
- X. Financial Statements as of May 31, 2023
- XI. Check Register
- XII. Next Scheduled Meeting August 9, 2023 at 11:00 a.m.
- XIII. Adjournment

THIRD 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, June 7, 2023 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 Chris Mayo Tiffany Csalovszki Michael Della Penta Chairperson Vice Chairman Supervisor Supervisor

Also, present were:

Jim Oliver Wes Haber *by phone* District Manager District Counsel

The following is a summary of the actions taken at the June 7, 2023 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 opened the public comment period, there were no members of the public present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the April 5, 2023 Meeting

Mr. Oliver presented the minutes of the April 5, 2023 Board of Supervisors meeting and asked for any comments or corrections. Hearing no changes from the Board, he asked for a motion to approve.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the Minutes of the April 5, 2023 Meeting, were approved.

FOURTH ORDER OF BUSINESS Preparation for Conveyance of Improvements to District

Mr. Haber stated that when they get documentation of completed improvements that are ready to be paid for, they will process the paperwork as quick as they can to turnaround payment. Ms. Rogers stated Jenny sent an email on Sunday night and they need to get the normal back up for this amount. She noted this is for 1A, 1B, and 1C at approximately \$10,500,000. She noted the engineer was copied on this too. Mr. Haber stated he did not see that so he was not sure if he was copied but forwarding it to him would be great. Ms. Rogers stated it was sent to the wrong email address. She stated they will get him the standard backup releases and whatever else is needed and get that processed. Mr. Haber noted that can be processed and if everything is pulled together prior to the next meeting, it can be processed and put on the agenda for ratification. Mr. Haber explained for the Board's understanding, that they were using the bond proceeds to pay for public infrastructure identified by the engineer's report for the phases that were mentioned and the approximate amount.

FIFTH ORDER OF BUSINESS Consideration of Landscape Maintenance Proposal (United Landscape)

Mr. Oliver stated in that in the agenda United Landscape is listed but there is also a proposal from Yellowstone. He noted that the Board has not had a chance to review this so if they want to go ahead and work behind the scenes on this and make a selection to be ratified at the next meeting. No action was taken by the Board at this time.

SIXTH ORDER OF BUSINESS Consideration of Requisitions (1-5)

Mr. Oliver stated requisitions 1-5 are two requisitions payable to Kutak Rock, one to Dominion Engineering, and two are to Lennar. They are to pay back construction funding that was provided and they are now reimbursing. The total amount of the requisitions is \$35,801.15.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, Consideration of Requisitions 1-5, was approved.

SEVENTH ORDER OF BUSINESS Consideration of Resolution 2023-06, Approving the Proposed Budget for Fiscal Year 2024 and Setting a Public Hearing Date for Adoption

Mr. Oliver stated right now on the schedule there is a meeting on September 6th at 11:00. He noted they could try to find an August date to try to avoid the pressures of hurricane season or can wait until the July meeting to change that date. He noted right now the August 2nd meeting does not give the 60 days that are needed. Ms. Rogers stated she is available any Wednesday in August. Mr. Oliver noted that the meeting could be pushed back a week to August 9th. He stated that will be discussed once they get to the resolution. He noted the budget right now needs a lot of work but they are just trying to get something approved by the June 15th deadline. He noted one discussion that he had with Tiffany before the meeting is the amenity center section. There are a lot of line items with zeros that will need some guidance. Ms. Rogers noted the amenity center will not be online for at least one year after the first closing. Ms. Csalovszki stated the first closing is in July. Mr. Oliver stated that section will be taken out and he will get with the Board on the insurance for property for any entry features or anything else that they think should be covered by the District. He noted the only difference in the budget in terms of totals is the line item on page 2 for the field management administration for \$18,000 and that is the agreement. He noted this can be worked up but the budget is coming down based on the discussions they have had. He stated also there will likely be carry forward surplus available if you want to use that to manage the assessments.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, Resolution 2023-06, Approving the Proposed Budget for Fiscal Year 2024 and Setting a Public Hearing Date for Adoption on August 9, 2023 at 11:00 a.m., was approved.

EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Haber stated he had a quick update. Starting January 2024 all CDD Board members are going to have an obligation to obtain four hours of training on topics including Chapter 112 which is the Code of Ethics which largely deals with conflicts of interest as well as Sunshine Law and Public Record Law. He noted his office will follow up and let the Board know their options on fulfilling that obligation but it does not start until next year and you have the full year to complete it. He noted as the financial forms are being filled out with the county that there is a box to check, that does not apply to you presently so you don't have to worry about that now but in future years that box will likely apply and you want to make sure you check it once you meet that requirement.

B. Engineer

There being no comments, the next item followed.

C. Manager

Mr. Oliver stated that they have all been receiving their disclosure statements from the Supervisor or Elections.

NINTH ORDER OF BUSINESSSupervisors RequestsThere being no comments, the next item followed.

TENTH ORDER OF BUSINESS Audience Comments There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Financial Statements as of April 30, 2023 Mr. Oliver presented the unaudited financials through April 30, 2023 that are included in the agenda packet. On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the Financial Statements as of April 30, 2023, were approved.

TWELFTH ORDER OF BUSINESSCheck Register

Mr. Oliver presented the check register for Board approval.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the Check Register, was approved.

THIRTEENTH ORDER OF BUSINESSNext Scheduled Meeting – July 5, 2023
at 11:00 a.m.

Mr. Oliver stated that the next meeting date was scheduled for July 5, 2023 at 11:00 a.m.

Ms. Rogers stated she needed to make sure that she has given all the phases plats that are covered. Mr. Haber stated on August 9th at 11:00 the CDD Cordova Palms is on that same day at 10 in the same room but it should not last longer than an hour but wanted to bring that to his attention.

FOURTEENTH ORDER OF BUSINESS Adjournment

Mr. Oliver asked for a motion to adjourn the meeting.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the meeting was adjourned at 11:10 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE, INC.

THIS AGREEMENT is made and entered into as of the 28th day of June, 2023, by and between:

St. Augustine Lakes Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

Yellowstone Landscape, Inc., a Delaware corporation, whose mailing address is 3235 North State Street, Bunnell, Florida 32110 (the "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners in and for St. Johns County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor previously submitted a proposal for the provisions of landscape services more fully described in the Summary of Scope of Services and Contractor's Proposal dated June 5, 2023, attached hereto as **Exhibit A** ("Scope of Services") and incorporated herein by reference, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- **B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3, of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- **C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager or his or her designee, to act as its representative.

- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- **E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement and as set forth in more detail on Exhibit A, the District agrees to pay the Contractor twelve (12) monthly payments of Five Thousand Nine Hundred Thirty-Seven Dollars and Fifty Cents (\$5,937.50), for a not-to-exceed annual total of Seventy-One Thousand Two Hundred Fifty Dollars (\$71,250.00), unless terminated earlier in accordance with Section 13 below. Work shall commence on July 1, 2023 and continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below.
- **B.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Services in addition to those described in the attached Proposal, may be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such additional services shall be as provided for in the attached Proposal or, if not identified, as negotiated between the District and the Contractor.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors,

material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- **A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (I) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- **B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the Contractor 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 Contractor 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.

7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure

any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the

Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

А.	If to the District:	St. Augustine Lakes Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock, LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
В.	If to the Contractor:	Yellowstone Landscape, Inc. 3235 North State Street Bunnell, Florida 32110 Attn:

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 the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

The Parties hereto agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

26. EFFECTIVE DATE. This Agreement shall become effective on July 1, 2023, and shall remain in effect in accordance with the terms set forth in Section 5(A) above unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

27. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, <u>JOLIVER@GMSNF.COM</u>, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes.* Accordingly, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes.* By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

33. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson Board of Supervisors

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation

(Signature of Witness)

By:	 	 	
Its:			

(Print Name of Witness)

Exhibit A – Scope of Services

Exhibit A – Scope of Services

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations according to the frequencies laid out on the frequency page.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns, where applicable, will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of
 object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster
 zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized, as appropriate, in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant
 material using proper horticultural techniques. Shrubs will be trimmed with a slight inward
 slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- If shrubs are currently overgrown and require a "heavy prune" requiring more than 6" of debris to be removed and disposed of, Yellowstone will submit a one-time "heavy, correction prune" to get material back to a stage where it can be maintained.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- · Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Canopies will be raised to a maximum height of 10 feet (Excluding palm trees which are
 pruned according to frequency page) or a maximum 2-inch caliper limb size to maintain the
 appropriate form of the tree and the appropriate clearance for pedestrians.
- If canopies are overgrown and require more than 4' of elevation to reach the contracted maintenance height, Yellowstone will submit a one-time proposal to reach that contracted height which can then be maintained.
- · Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlledrelease fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
 - Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
 - Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
 - Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
 - Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
 - All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
 - All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
 - Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ST. AUGUSTINE LAKES CDD

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		
Mowing	42		
Detailing	12 - 1x per month		
IPM - Fertilization & Pest Control	Turf - 6 blanket and spot treatments as needed Shrubs/Trees/Palms - 2 blanket and spot treatments as needed		
Irrigation Inspections	12		
Mulch	Per Request		
Annual Flowers	N/A		
Tree Pruning	Up to 10ft above grade - above 10ft will be proposed		
Palm Pruning	1		

CORE MAINTENANCE SERVICES	PRICE
Mowing and Detailing Includes Mowing, Edging, String Trimming, Shrub/Tree Pruning, Weeding, & Cleanup	\$51,805
Palm Pruning(177 Total) 1x per year after fruit develops - typically in August or September for Sabals - \$35/tree	\$6,195
Integrated Pest Management Includes Fertilization & Pest Control Applications	\$9,350
Irrigation Inspections Includes Standard Irrigation Reports	\$3,900
ANNUAL GRAND TOTAL	\$71,250
ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE

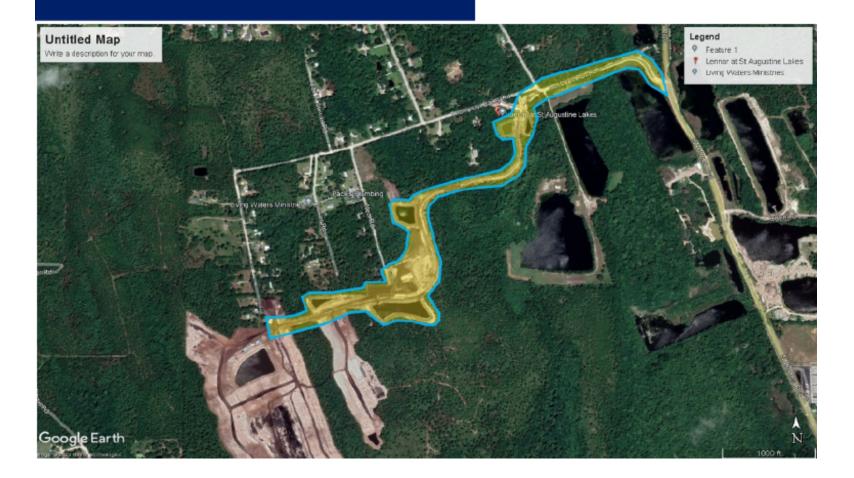
\$56

Mulch - Per Yard Installed

\$71,250.00
\$5,937.50

SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



TENTH ORDER OF BUSINESS



St. Augustine Lakes

Community Development District

Unaudited Financial Reporting May 31, 2023





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2	General Fund Income Statement
3	Month to Month
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5	Capital Project 2022
6	Longterm Debt Schedule
7	Assessment Receipts Summary

ST AUGUSTINE LAKES

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

May 31, 2023

	General Fund	Debt Service	Capital Project	Total Government Funds
ASSETS:			110,000	- Tunub
CASH	\$271,940			\$271,940
DUE FROM DEVELOPER	\$6,439			\$6,439
DUE FROM CAPITAL	\$22,282			\$22,282
SERIES 2022				
RESERVE		\$240,851		\$240,851
INTEREST		\$187,558		\$187,558
CONSTRUCTION			\$6,322,855	\$6,322,855
COI				\$0
TOTAL ASSETS	\$300,660	\$428,409	\$6,322,855	\$7,051,924
LIABILITIES:				
ACCOUNTS PAYABLE	\$4,615			\$4,615
DUE TO DEVELOPER	\$22,282			\$22,282
DUE TO GENERAL FUND			\$22,282	\$22,282
TOTAL LIABILITIES	\$26,897	\$0	\$22,282	\$49,178
FUND EOUITY:				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE 2022		\$428,409		\$428,409
RESTRICTED FOR CAPITAL PROJECTS 2022			\$6,300,574	\$6,300,574
UNASSIGNED	\$273,763			\$273,763
TOTAL FUND BALANCES	\$273,763	\$428,409	\$6,300,574	\$7,002,746
TOTAL LIABILITIES & FUND EQUITY	\$300,660	\$428,409	\$6,322,855	\$7,051,924

St Augustine Lakes Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending

May 31, 2023

	PROPOSED	PRORATED BUDGET	ACTUAL	
	BUDGET	5/31/23	5/31/23	VARIANCE
REVENUES:				
Assessments	\$319,224	\$319,224	\$319,224	\$0
TOTAL REVENUES	\$210.224	\$319,224	\$319,224	\$0
TOTAL REVENUES	\$319,224	\$319,224	\$319,224	ΦU
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisors Fees	\$9,000	\$6,000	\$5,600	\$400
FICA Expense	\$689	\$459	\$428	\$31
Engineering	\$9,000	\$6,000	\$2,088	\$3,913
Attorney	\$18,750	\$12,500	\$4,812	\$7,688
Arbitrage	\$600	\$0	\$0	\$0
Assessment Administration	\$2,500	\$0	\$0	\$0
Dissemination Agent	\$2,500	\$1,667	\$1,167	\$500
Annual Audit	\$3,110	\$2,073	\$0	\$2,073
Trustee Fees	\$4,000	\$0	\$0	\$0
Management Fees	\$47,250	\$31,500	\$31,500	\$0
Information Technology	\$1,800	\$1,200	\$1,200	\$0
Website Maintenance	\$1,200	\$800	\$800	\$0
Telephone	\$375	\$250	\$47	\$203
Postage	\$750	\$500	\$104	\$396
Insurance	\$5,000	\$5,000	\$5,000	\$0 \$0
Printing & Binding	\$900	\$600	\$251	\$350
Legal Advertising	\$10,000	\$6,667	\$394	\$6,272
Other Current Charges	\$1,200	\$800	\$96	\$704
Office Supplies	\$450	\$300	\$30 \$7	\$293
Dues, Licenses & Subscriptions	\$ 1 50	\$300 \$150	\$175	φ <u>2</u> 35 (\$25)
	ψ100	ψ100	ψ175	(ψ20)
ADMINISTRATIVE EXPENDITURES	\$119,224	\$76,466	\$53,669	\$22,796
GROUND MAINTENANCE:				
Field Mgmt/Admin	\$0	\$0	\$3,000	(\$3,000)
Landscape Maintenance	\$150,000	\$100,000	\$0	\$100,000
Lake Maintenance	\$12,000	\$8,000	\$0	\$8,000
Grounds Maintenance	\$10,000	\$6,667	\$0	\$6,667
Reclaim Water	\$12,000	\$8,000	\$0	\$8,000
Electric	\$10,000	\$6,667	\$0	\$6,667
Miscellaneous	\$6,000	\$4,000	\$0	\$4,000
GROUNDS MAINTENANCE EXPENDITURES	\$200,000	\$133,333	\$3,000	\$130,333
TOTAL EXPENDITURES	\$319,224		\$56,669	
EXCESS REVENUES (EXPENDITURES)	\$0		\$262,555	
FUND BALANCE - Beginning	\$0		\$11,208	
FUND BALANCE - Ending	\$0		\$273,763	
0	+ -			

St Augustine Lakes

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES													
Assessments	\$0	\$0	\$0	\$159,612	\$0	\$79,806	\$0	\$79,806	\$0	\$0	\$0	\$0	\$319,224
TOTAL REVENUES	\$0	\$0	\$0	\$159,612	\$0	\$79,806	\$0	\$79,806	\$0	\$0	\$0	\$0	\$319,224
EXPENDITURES													
Supervisors Fees	\$2,000	\$0	\$1,000	\$0	\$1,000	\$600	\$1,000	\$0	\$0	\$0	\$0	\$0	\$5,600
FICA Expense	\$153	\$0	\$77	\$0	\$77	\$46	\$77	\$0	\$0	\$0	\$0	\$0	\$428
Engineering	\$0	\$0	\$278	\$250	\$370	\$370	\$0	\$820	\$0	\$0	\$0	\$0	\$2,088
Attorney	\$899	\$60	\$360	\$1,000	\$1,036	\$726	\$732	\$0	\$0	\$0	\$0	\$0	\$4,812
Assessment Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$1,167
Management Fees	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$0	\$0	\$0	\$0	\$31,500
Information Technology	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$0	\$1,200
#REF!	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Website Administration	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$800
Telephone	\$0	\$18	\$13	\$100	\$100	\$100	\$100	\$100	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$47
1	\$25	\$7	\$13	\$23			\$0	\$3	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$104
Postage					\$3	\$42							
Insurance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Printing & Binding	\$37	\$57	\$2	\$99	\$5	\$37	\$7	\$6	\$0	\$0	\$0	\$0	\$251
Legal Advertising	\$0	\$64	\$0	\$133	\$68	\$65	\$0	\$64	\$0	\$0	\$0	\$0	\$394
Other Current Charges	\$24	\$23	\$26	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$96
Office Supplies	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL EXPENDITURES	\$12,501	\$4,423	\$5,944	\$5,715	\$7,045	\$6,365	\$6,299	\$5,377	\$0	\$0	\$0	\$0	\$53,669
GROUNDS MAINTENANCE EXPENDITURES													
Field Mgmt/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$0	\$0	\$0	\$0	\$3,000
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0	\$0 ¢0	\$0 ¢0	\$0 \$0
Grounds Maintenance Pump Repairs	\$0 \$0												
Reclaim Water	\$0 \$0												
Electric	\$0 \$0												
Streetlights	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GROUNDS MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$0	\$0	\$0	\$0	\$3,000
TOTAL EXPENDITURES	\$12,501	\$4,423	\$5,944	\$5,715	\$7,045	\$6,365	\$7,799	\$6,877	\$0	\$0	\$0	\$0	\$56,669
EXCESS REVENUES (EXPENDITURES)	(\$12,501)	(\$4,423)	(\$5,944)	\$153,897	(\$7,045)	\$73,441	(\$7,799)	\$72,929	\$0	\$0	\$0	\$0	\$262,555

St Augustine Lakes COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2022

Statement of Revenues, Expenditures and Changes in Fund Balance For The Period Ending

May 31, 2023

	PROPOSED	PRORATED BUDGET	ACTUAL	
	BUDGET	5/31/23	5/31/23	VARIANCE
Revenues				
Special Assessments - Direct	\$190,197	\$0	\$0	\$0
Interest Income	\$0	\$0	\$6,076	\$6,076
Total Revenues	\$190,197	\$0	\$6,076	\$6,076
Expenditures				
Interest -12/15	\$0	\$0	\$0	\$0
Interest - 6/15	\$184,914	\$0	\$0	\$0
Principal - 6/15	\$0	\$0	\$0	\$0
Total Expenditures	\$184,914	\$0	\$0	\$0
Other Sources/(Uses)				
Bond Proceeds	\$424,934	\$424,934	\$424,934	\$0
Interfund Transfer In(Out)	\$0	\$0	(\$2,601)	(\$2,601)
Payment to Escrow	\$0	\$0	\$0	\$0
Total Other Sources/(Uses)	\$424,934	\$424,934	\$422,332	(\$2,601)
EXCESS REVENUES (EXPENDITURES)	\$430,217		\$428,409	
FUND BALANCE - Beginning	\$57,790		\$0	
FUND BALANCE - Ending	\$488,007		\$428,409	

St Augustine Lakes

Community Development District

Capital Projects Fund

Statement of Revenues & Expenditures and Changes in Fund Balance

For Period Ending

May 31, 2023

	Seríes 2022
<u>REVENUES:</u>	
Interest Income	\$89,100
TOTAL REVENUES	89,099.87
EXPENDITURES:	
Capital Outlay	\$22,282
Cost of Issuance Expense	\$272,512
Underwriter's Expense	\$141,400
TOTAL EXPENDITURES	\$436,194
OTHER SOURCES/(USES)	
Interfund Transfer In/(Out)	\$2,601
Bonds Proceeds	\$6,645,066
TOTAL OTHER SOURCES/(USES)	\$6,647,668
EXCESS REVENUES (EXPENDITURES)	\$6,300,574
FUND BALANCE - Beginning	\$0
FUND BALANCE - Ending	\$6,300,574

St Augustine Lakes Community Development District Long Term Debt Report

Series 2022 Special Assessments Bonds	
Interest Rate:	4.7-5.5%
Maturity Date:	6/15/2053
Reserve Fund Definition:	
Reserve Fund Requirement (50% MADS):	\$240,020
Reserve Fund Balance:	\$240,851
Bonds outstanding - 12/20/2022	\$7,070,000
Current Bonds Outstanding	\$7,070,000

ST AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2023 Assessments Receipts Summary

	# O&M UNITS	SERIES 2022 DEBT ASSESSED	FY23 Q&M	TOTAL
ASSESSED	ASSESSED	(2)	ASSESSED	ASSESSED
LENNAR	214	95,544.91	89,568.98	185,113.89
AG ESSENTIAL	212	94,651.97	229,655.02	324,306.99
TOTAL DIRECT INVOICES (1) (2)	426	190,196.88	319,224.00	509,420.88
ASSESSED REVENUE TAX ROLL	-	-	-	-
TOTAL NET ASSESSMENTS	852	284,848.85	319,224.00	509,420.88
		I		
		SERIES 2022		
				τοται
DUE/RECEIVED	BALANCE DUE	DEBT	O&M RECEIVED	TOTAL RECEIVED
DUE/RECEIVED LENNAR	BALANCE DUE 95,544.92	DEBT	O&M RECEIVED 89,568.97	-
		DEBT		RECEIVED
LENNAR	95,544.92	DEBT	89,568.97	RECEIVED 89,568.97
LENNAR AG ESSENTIAL	95,544.92 94,651.96	DEBT	89,568.97 229,655.03	RECEIVED 89,568.97 229,655.03

(1) O&M is Assessed on Acres as there were not plats filed at the time the roll was prepared. O&M is due: 35% due 12/1/22, 2/1/23 and 30% due 5/1/23

(2) Series 2022 Bonds are under capitalized interest until 6/15/23. Interest above is from 6/16/23-12/15/2023. Debt Service is based on units platted after the roll was completed ELEVENTH ORDER OF BUSINESS

St Augustine Lakes Community Development District

Check Run Summary

5/01/23 - 5/31/23

Fund	Date	Check No.	Amount	
General Fund				
Accounts Payable	5/9/23	48-52	\$11,009.79	
			Sub-Total	\$11,009.79
Total			\$	11,009.79

* Fedex Invoíces available upon request

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REG 05/01/2023 - 05/31/2023 *** ST AUGUSTINE LAKES - GENERAL BANK A ST AUGUSTINE LAKES	GISTER RUN 6/20/23	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME STATU DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	JS AMOUNT	CHECK AMOUNT #
5/09/23 00007	3/29/23 5435020 202303 310-51300-48000	* 65.28	
	3/29/23 8626029 MEETING CA FLORIDA HOLDINGS LLC		65.28 000048
5/09/23 00005	4/01/23 2023-597 202303 310-51300-31100	* 370.00	
	CDD BOARD MEETING 3/1/23 DOMINION ENGINEERING GROUP INC		
5/09/23 99999	5/09/23 VOTD 202305 000-00000-00000	.00	
	VOID CHECK ******INVALID VENDOR NUMBER*****		.00 000050
5/09/23 00004	4/01/23 19 202304 310-51300-31300	* 291.67	
		* 150.00	
		* 3,937.50	
	-/01/23 19 Z0Z304 310-31300-33300	* 100.00	
	APR WEBSITE ADMIN 4/01/23 19 202304 310-51300-51000	* .18	
	OFFICE SUPPLIES 4/01/23 19 202304 310-51300-42500	* 6.90	
	COPIES 4/01/23 19 202304 310-51300-41000	* 4.55	
	TELEPHONE 5/01/23 20 202305 310-51300-31300	* 291.67	
	MAY DISSEM AGENT SRVCS 5/01/23 20 202305 310-51300-35100	* 150.00	
	MAY INFO TECH 5/01/23 20 202305 310-51300-34000	* 3,937.50	
	MAY MANAGEMENT FEES 5/01/23 20 202305 310-51300-35300	* 100.00	
	MAY WEBSITE ADMIN 5/01/23 20 202305 310-51300-51000	* .15	
	OFFICE SUPPLIES 5/01/23 20 202305 310-51300-42000	* 3.00	
	POSTAGE 5/01/23 20 202305 310-51300-42500	* 6.00	
	COPIES 5/01/23 20 202305 310-51300-41000	* 4.43	
	TELEPHONE GOVERNMENTAL MANAGEMENT SRVCS LLC		8,983.55 000051
5/09/23 00006		* 865.00	

SAUG ST AUGUSTINE L BPEREGRINO

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PRE 05/01/2023 - 05/31/2023 *** ST AUGUSTINE LAKES - (BANK A ST AUGUSTINE LA	GENERAL	RUN 6/20/23	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	CHECK AMOUNT #
	4/28/23 3211125 202303 310-51300-31500 MAR GENERAL COUNSEL KUTAK ROCK LLP	*	725.96	1,590.96 000052
		TOTAL FOR BANK A	11,009.79	
		TOTAL FOR REGISTER	11,009.79	

SAUG ST AUGUSTINE L BPEREGRINO

Localiq	and the second second second second	NT NAME stine Lakes	ACCOUNT # 762564	PAGE # 1 of 1
FLORIDA	INVOICE #	BILLING PERIOD	PAYMENT DU	E DATE
FLORIDA	0005435020	Mar 1- Mar 31, 2023	April 20, 20	023
	PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOU	NT DUE
	\$0.00	\$0.00	\$65.28	3
BILLING ACCOUNT NAME AND ADDRESS	BILLING INQUIRIES/ADDRESS CHANGES FEDERAL ID			
	1-877-736-7612 or smb@ccc.gannett.com 47-2390983			
St. Augustine Lakes 475 W. Town Pl. Ste. 114 Saint Augustine, FL_32092-3649 [ɪjəll]ɪjəj]]əjl]]]]]]]]]]]]]]]]]]]]]]]]]	rate of 18% per Advertiser claims must be submitted or the claim will b	Legal Entity: Gannett Med litions: Past due accounts a annum or the maximum leg for a credit related to rates d in writing to Publisher within be waived. Any credit toward ys of issuance or the credit w All funds payable in US	are subject to interest pal rate (whichever is Incorrectly invoiced o a 30 days of the invoic s future advertising m vill be forfeited.	less). Ir pald e dale

0000762564000000000005435020000652867173

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: MOR_59755

Date	Description	gg (ny dia 1996) ang
3/1/23	Balance Forward	\$68.00
3/27/23	PAYMENT - THANK YOU	-\$68.00

Package Advertising:			
Start-End Date Order Number	Description	PO Number	Package Cost
3/29/23 8626029	April 5 meeting		\$65.28



1,310,513.480

	PLEASE	DETACH AND R	ETURN THIS POI	RTION WITH YOU	R PAYMENT		
LOCALiq		ACCOUNT NAME St. Augustine Lakes		PAYMENT DUE DATE April 20, 2023		AMOUNT PAID	
FLOR	IDA		FNUMBER	INVOICE NUMBER 0005435020			
CURRENT	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE	
\$65.28	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$65.28	
	RESS (Include Account	# & Invoice# on check)	TO P	AY WITH CREDIT CAI	RD PLEASE FILL O	UT BELOW:	
				MASTERCARD	DISCOVER	AMEX	
CA	Florida Holdings,	LLC					
0	PO Box 631244	1011	Card Number				
Cinc	innati, OH 45263-	1244	Exp Date		CVV Code		
			Signature		Date		

0000762564000000000005435020000652867173

LOCALIQ FLORIDA

PROOF OF PUBLICATION

St. Augustine Lakes St. Augustine Lakes 475 W Town PL # 114 Saint Augustine FL 32092-3649

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

03/29/2023

and that the fees charged are legal. Sworn to and subscribed before on 03/29/2023

\int	Roher	E1.
Legal Clerk	Whi	ville
Notary, State of WI	, County of Brown	5.25.26
My commision expi	res	
Publication Cost:	\$65.28	
Order No:	8626029	# of Copies:
Customer No:	762564	1
PO #:		
THIS IS NOT	AN INVOIC	E

Please do not use this form for payment remittance.

PO Box 631244 Cincinnati, OH 45263-1244

Notice of Meeting St. Augustine Lakes Community Development District

The meeting of the Board of Supervisors of the St. Augustine Lakes Community Development District will be held on Wednesday, April 5, 2023 at 11:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Devel-opment Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver District Manager

MARIAH VERHAGEN Notary Public State of Wisconsin

****** **INVOICE** ******

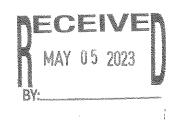


Dominion Engineering Group, Inc. 4348 Southpoint Blvd., Suite 201 Jacksonville, Florida 32216 (904) 854-4500

Date: April 1, 2023 Invoice Number 2023-5972

Net 15 days

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



1.310.513.311

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

Task 3 Supplemental Engineer's Report (2023 Bond Issuance) \$7,500.00

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

Task 4 CDD Board Meetings

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. Attended CDD Board meeting on 3/01/23

Total Amount Due \$370.00

PM REVIEW: initials (wes)Select Contract Term Regarding Invoicing: Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month. 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.

\$Hourly

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice #: 19 Invoice Date: 4/1/23 Due Date: 4/1/23 Case: P.O. Number:

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

Description	Hours/Qty Rate	Amount
Description Dissemination Agent Services - April 2023 1.310.57(3.313) Information Technology - April 2023 351 Vanagement Fees - April 2023 353 Office Supplies 570 Copies 712 Telephone 410 SECEIVE APR 1.5 2023 BY:	291 150 3,937 100	1.67 291.67 0.00 150.00
	Total	\$4,490.80
	Payments/Credit	
	Balance Due	\$4,490.80

Invoice

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

St. Augustine Lakes CDD 475 West Town Place Suite 114

St. Augustine, FL

Bill To:

RECEIVE MAY 62 2023

Invoice #: 20 Invoice Date: 5/1/23 Due Date: 5/1/23 Case: P.O. Number:

Description		Hours/Qty	Rate	Amount
Dissemination Agent Services - May 2023 Information Technology - May 2023 Management Fees - May 2023 Website Administration - May 2023 Office Supplies Postage Copies Telephone	1.3/0.5 13.313 357 340 353 510 420 420 425 410		291.67 150.00 3,937.50 100.00 0.15 3.00 6.00 4.43	291.67 150.00 3,937.50 100.00 0.15 3.00 6.00 4.43
	ананан талар талар калар калар жана жана талар жана талар жана талар жана талар жана талар жана талар жана тала Талар талар тала	Total		\$4,492.75
		Payme	nts/Credits	\$0.00
		Balanc	e Due	\$4,492.75

Invoice

TALLAHASSEE, FLORIDA Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

March 31, 2023



Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157



Reference: Invoice No. 3197860 Client Matter No. 25223-1 Notification Email: eftgroup@kutakrock.com

St Augustine Lakes Community Development District	
c/o Governmental Management Services	
Suite 114	
475 West Town Place	
St. Augustine, FL 32092	Invoice No. 3197860
1,310.513.315	25223-1

Re: General Counsel

For Professional Legal Services Rendered

02/01/23	W. Haber	0.70	210.00	Prepare for and participate in Board meeting; confer with Rogers regarding agreement with FPL
02/11/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
02/16/23	W. Haber	0.20	60.00	Review agenda
02/20/23	W. Haber	0.80	240.00	Review and revise disclosure of public finance
02/20/23	K. Jusevitch	0.50	72,50	Finalize disclosure of public financing and confer with Haber
02/21/23	W. Haber	0.30	90.00	Review correspondence from Division of Accounting regarding account set up; confer with Oliver regarding same

3.00

St Augustine Lakes Community Development March 31, 2023 Client Matter No. 25223-1 Invoice No. 3197860 Page 2

TOTAL FOR SERVICES RENDERED	\$865.00
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TOTAL CURRENT AMOUNT DUE

<u>\$865.00</u>

TALLAHASSEE, FLORIDA Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

April 28, 2023



Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157



Reference: Invoice No. 3211125 Client Matter No. 25223-1 Notification Email: eftgroup@kutakrock.com

St Augustine Lakes Commu c/o Governmental Manager		
Suite 114		
475 West Town Place		
St. Augustine, FL 32092	1212 612 716	Invoice No. 3211125
	1.310,513.315	25223-1

Re: General Counsel

For Professional Legal Services Rendered

03/01/23	W. Haber	0.40	120.00	Prepare for and participate in Board meeting
03/04/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
03/06/23	K. Jusevitch	0.30	43,50	Record disclosure of public financing; correspond with district manager
03/29/23	W. Haber	0.70	210.00	Review and revise agreement with Vesta for field services; confer with Vesta representative regarding same
03/30/23	W. Haber	0.20	60.00	Confer with Vesta representative regarding field services agreement
TOTAL HO	URS	2.10		

St Augustine Lakes Community Development April 28, 2023 Client Matter No. 25223-1 Invoice No. 3211125 Page 2

TOTAL FOR SERVICES RENDERED		\$626.00
DISBURSEMENTS		
Filing and Court Fees Freight and Postage	97.50 2.46	
TOTAL DISBURSEMENTS		<u>99.96</u>
TOTAL CURRENT AMOUNT DUE		<u>\$725.96</u>