St. Augustine Lakes

Community Development District

AUGUST 9, 2023



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

August 2, 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, August 9, 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 July 5, 2023 Meeting
- IV. Ratification of Conveyance of Improvements to District
- V. Ratification of Requisition Regarding Payment for Acquisition of Improvements
- VI. Ratification of Landscape Maintenance Agreement
- VII. Acceptance of Fiscal Year 2022 Audit Report
- VIII. Fiscal Year 2024 Budget
 - A. Overview of Budget
 - B. Board Discussion
 - C. Public Hearing Adopting the Budget for Fiscal Year 2024
 - 1. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2024
 - 2. Consideration of Resolution 2023-08, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2024
 - IX. Consideration of Proposal for Arbitrage Rebate Services
 - X. Staff Reports
 - A. Attorney

- B. Engineer
- C. Manager Discussion of Fiscal Year 2024 Meeting Schedule
- XI. Supervisors Requests
- XII. Audience Comments
- XIII. Financial Statements as of June 30, 2023
- XIV. Check Register
- XV. Next Scheduled Meeting September 6, 2023 at 11:00 a.m.
- XVI. Adjournment



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, July 5, 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 Chairperson
Chris Mayo Vice Chairman
Tiffany Csalovszki Supervisor
Michael Della Penta Supervisor

Also, present were:

Jim OliverDistrict Manager, GMSWes HaberDistrict Counsel, Kutak Rock

Bill Schaefer by phone District Engineer

The following is a summary of the actions taken at the July 5, 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 June 7, 2023 Meeting

Mr. Oliver presented the minutes of the June 7, 2023 Board of Supervisors meeting and asked for any changes. Ms. Rogers stated she had no changes.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the Minutes of the June 7, 2023 Meeting, were approved.

FOURTH ORDER OF BUSINESS Preparation for Conveyance of Improvements to District

Mr. Haber stated he has pretty much everything needed from Ginny. He noted he left the day they got everything but will be back in the office tomorrow and will have documents circulated. He noted it is highly likely at the next meeting we will have ratification of the acquisition of improvements and approval of the requisition for those funds. Mr. Oliver asked if we will be able to execute the requisition with all of the documents to ratify. Mr. Haber stated yes, the expectation is that we will get all of that stuff processed, signed, paid and then will ratify at the next meeting.

FIFTH ORDER OF BUSINESS Ratification of Landscape Maintenance Agreement

Mr. Oliver stated at the last meeting proposal from United Landscape was discussed which was much higher than the Yellowstone proposal that has been approved and has been executed so now we are looking for a motion to ratify that agreement.

On MOTION by Ms. Rogers, seconded by Ms. Csalovszki, with all in favor, the Landscape Maintenance Agreement with Yellowstone, was ratified.

SIXTH ORDER OF BUSINESS Discussion of Fiscal Year 2024 Approved Budget

Mr. Oliver stated the budget hearing will be at the August meeting. One of the changes to the budget will lower the landscape maintenance line item. He stated its right now showing \$132,000 and he suggests it be moved to \$81,250 which covers the new Yellowstone agreement plus adds \$10,000 for contingency. He stated there was some premeeting discussion of perhaps

adding line items for wetland mitigation and holiday decorations. Do you know what amount you want for those? Ms. Rogers stated about \$13,000 for the wetland mitigation and maybe another \$15,000 for the holiday lights. Mr. Oliver asked for any projected surplus, do you want me to add a line item for capital or anything? Ms. Rogers stated yes.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Haber stated that there is an ethics requirement starting January 2024. My office probably early fall will have a memo with how you fulfill that obligation and know that it must be filled in 2024. I think anything you do in 2023 will not count. He stated he would be happy to answer any questions in general. I heard you talk about the lake maintenance agreement saying them wanting to do four and you converted to one. Did they want to do it in phases because some of it would not necessarily be ready. Ms. Csalovszki stated correct. Mr. Haber stated he would include language in the agreement to include the entire scope that will give the District the ability that within an X number of days from the District giving them notice that they need to start with the next phase, that they will start it so that way we can do one agreement for all four with just us advising them.

B. Engineer

Mr. Schaefer stated he had nothing to report to the Board.

C. Manager

Mr. Oliver stated he had nothing to report.

EIGHTH ORDER OF BUSINESS Supervisors Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Audience Comments

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Financial Statements as of May 31, 2023

Mr. Oliver stated in the agenda packets are the financial statements as of May 31, 2023 so eight months into the fiscal year. This has a large positive variance because you did not have an

amenity center or field operations so it is well within budget. He noted next is the assessment receipt schedule and you are fully collected for the fiscal year.

ELEVENTH ORDER OF BUSINESS Check Register

Mr. Oliver presented the check register for the general fund for Board approval.

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

TWELFTH ORDER OF BUSINESS Next Scheduled Meeting – August 9, 2023 at 11:00 a.m.

Mr. Oliver stated that the next meeting and budget hearing is August 9, 2023 at 11:00 a.m.

THIRTEENTH 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



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.

- 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.

- Contractor agrees to defend, indemnify, and hold harmless the District and A. 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.
- 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:

A. 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

B. 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.
- PUBLIC RECORDS. Contractor understands and agrees that all documents of any 27. 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, JOLIVER@GMSNF.COM, 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]

above.	
Attest:	ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT
Jim Hiwr DIHASESE/4/10418 Secretary/Assistant Secretary	Docusigned by: Luyi Kogus Essariec33/145/ Chairperson Board of Supervisors
(Signature of Witness)	YELLOWSTONE LANDSCAPE, INC., a Delaware corporation By: Bradley Page Its: Business Development Manager
(Print Name of Witness)	

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

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 moving 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:

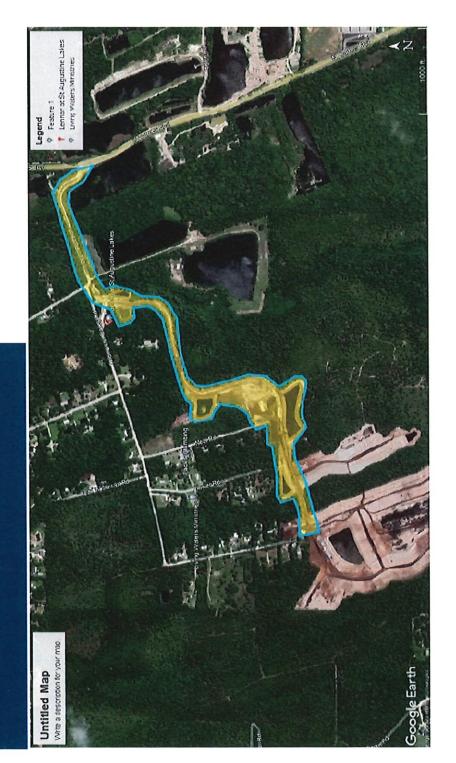
VISITS
42
12 - 1x per month
Turf - 6 blanket and spot treatments as needed
Shrubs/Trees/Palms - 2 blanket and spot treatments as needed
12
Per Request
N/A
Up to 10ft above grade - above 10ft will be proposed
1

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
Mulch - Per Yard Installed	\$56

\$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.





St. Augustine Lakes Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2022

St. Augustine Lakes Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2022

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Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors St. Augustine Lakes Community Development District St. Johns County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of St. Augustine Lakes Community Development District (the "District"), as of and for the eleven months ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of St. Augustine Lakes Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the eleven months then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors St. Augustine Lakes Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
 due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining on a test basis, evidence regarding the amounts and
 disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of
 expressing an opinion on the effectiveness of the District's internal control. Accordingly,
 no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors St. Augustine Lakes Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated July 26, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering St. Augustine Lakes Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Fort Pierce, Florida

July 26, 2023

St. Augustine Lakes Community Development District MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended September 30, 2022

Management's discussion and analysis of St. Augustine Lakes Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) Government-wide financial statements, 2) Fund financial statements, and 3) Notes to financial statements. The Government-wide financial statements present an overall picture of the District's financial position and results of operations. The Fund financial statements present financial information for the District's major funds. The Notes to financial statements provide additional information concerning the District's finances.

The Government-wide financial statements are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

St. Augustine Lakes Community Development District MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a balance sheet and a statement of revenues, expenditures and changes in fund balances for all governmental funds. A statement of revenues, expenditures, and changes in fund balances – budget and actual is provided for the District's General Fund. Fund financial statements provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The government-wide financial statements and the fund financial statements provide different pictures of the District. The government-wide financial statements provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The fund financial statements provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the fund financial statements to the government-wide financial statements, reconciliation is provided from the fund financial statements to the government-wide financial statements.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total liabilities exceeded total assets and deferred outflows of resources by \$(22,282) (net position).
- ♦ Governmental activities revenues totaled \$66,932 while governmental activities expenses totaled \$89,214.

St. Augustine Lakes Community Development District MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, deferred outflows of resources liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

Net i osition	Governmental Activities 2022				
Current assets	\$	24,808			
Current liabilities		47,090			
Net position - unrestricted	\$	(22,282)			

This is the initial period for the District.

St. Augustine Lakes Community Development District MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

Ü		Governmental Activities			
	2022				
Program Revenues					
Operating contributions	\$	66,932			
Expenses General government Interest and other charges Total Expenses		66,932 22,282 89,214			
Change in Net Position		(22,282)			
Net Position - Beginning of Year					
Net Position - End of Year	\$	(22,282)			

This is the initial period for the District.

St. Augustine Lakes Community Development District MANAGEMENT'S DISCUSSION AND ANALYSIS For the Year Ended September 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less legal and engineering fees expenditures than were anticipated.

The September 30, 2022 budget was not amended.

Economic Factors and Next Year's Budget

St. Augustine Lakes Community Development District issued \$7,070,000 Special Assessment Bonds, Series 2022 in December 2022. The District cannot anticipate the effect on the financial position or results of operations of the District in fiscal year 2023.

Request for Information

The financial report is designed to provide a general overview of St. Augustine Lakes Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the St. Augustine Lakes Community Development District, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

St. Augustine Lakes Community Development District STATEMENT OF NET POSITION September 30, 2022

	 rnmental tivities	
ASSETS		
Current Assets		
Cash	\$ 19,964	
Due from developer	4,844	
Total Current Assets	 24,808	
LIABILITIES Current Liabilities Accounts payable Due to developer Unearned revenues Total Current Liabilities	 15,762 27,282 4,046 47,090	
NET POSITION		
Unrestricted	\$ (22,282)	

St. Augustine Lakes Community Development District STATEMENT OF ACTIVITIES For the Eleven Months Ended September 30, 2022

Functions/Programs	E:	xpenses	Program Revenues Operating Contributions		Reve Ch Net	(Expense) enues and langes in t Position ernmental ctivities
Governmental Activities General government Interest and other charges Total Governmental Activities	\$	(66,932) (22,282) (89,214)	\$	66,932 - 66,932	\$	(22,282) (22,282)
	Change in Net Position					(22,282)
	Net l	Position - No	er 2, 2021			
	Net l	Position - Sep	otemb	er 30, 2022	\$	(22,282)

St. Augustine Lakes Community Development District BALANCE SHEET – GOVERNMENTAL FUNDS September 30, 2022

						Total
					Gov	ernmental
	G	Seneral	Capi	tal Projects		Funds
ASSETS						_
Cash	\$	19,964	\$	-	\$	19,964
Due from developer		4,844		-		4,844
Total Assets	\$	24,808	\$	-	\$	24,808
LIABILITIES AND FUND BALANCES LIABILITIES Accounts payable Due to developer Unearned revenues Total Liabilities	\$	15,762 5,000 4,046 24,808	\$	- 22,282 - 22,282	\$	15,762 27,282 4,046 47,090
FUND BALANCES Unassigned Total Liabilities and Fund Balances	\$	- 24,808	\$	(22,282)	\$	(22,282) 24,808

There are no reconciling items from fund balance to net position.

See accompanying notes to financial statements.

St. Augustine Lakes Community Development District STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS For the Eleven Months Ended September 30, 2022

	0		0 :			Total ernmental
		eneral	Capit	al Projects		Funds
Revenues						
Developer contributions	\$	66,932	\$		\$	66,932
Expenditures						
Current						
General government		66,932		_		66,932
Debt service		·				·
Other		-		22,282		22,282
Total Expenditures		66,932		22,282		89,214
Net Change in Fund Balances		-		(22,282)		(22,282)
Fund Balances - November 2, 2021					- <u> </u>	
Fund Balances - September 30, 2022	\$		\$	(22,282)	\$	(22,282)

There are no reconciling items from net change in fund balances to change in net position.

See accompanying notes to financial statements.

St. Augustine Lakes Community Development District STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND For the Eleven Months Ended September 30, 2022

	Original Budget	E	Final Budget	Actual	Fina P	ance with al Budget ositive egative)
Revenues						
Special assessments	\$ 93,564	\$	93,564	\$ 66,932	\$	(26,632)
Expenditures Current General government	93,564		93,564	66,932		26,632
Net Change in Fund Balances	-		-	-		-
Fund Balances - November 2, 2021				 		
Fund Balances - September 30, 2022	\$ 	\$		\$ 	\$	

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on November 4, 2021, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance 2021-81 of the St. Johns County, Florida Board of County Commissioners. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the St. Augustine Lakes Community Development District. The District is governed by a five member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the St. Augustine Lakes Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period, or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

<u>General Fund</u> – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

<u>Capital Projects Fund</u> – The Capital Projects Fund accounts for the activity associated with the capital projects of the District

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

- 1. Direct obligations of the United States Treasury;
- 2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
- 3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories:

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B - CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

<u>Custodial Credit Risk – Deposits</u>

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$20,900 and the carrying value was \$19,964. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2022, the District did not have investments.

NOTE C - RELATED PARTY TRANSACTIONS

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. All voting members of the Board of Supervisors are employed by the Developer. The District received \$66,932 in operating contributions from the Developer for the year ended September 30, 2022. Additionally, the District has a net balance due to the Developer of \$\$22,438 as of September 30, 2022.

NOTE D - RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks since inception.

NOTE E - SUBSEQUENT EVENT

In December 2022, the District issued \$7,070,000 Special Assessment Revenue Bonds, Series 2022 to finance a portion of the Series 2022 Project.



Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors St. Augustine Lakes Community Development District St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of St. Augustine Lakes Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated July 26, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered St. Augustine Lakes Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of St. Augustine Lakes Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of St. Augustine Lakes Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Private Companies practice Section



To the Board of Supervisors St. Augustine Lakes Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether St. Augustine Lakes Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Fort Pierce, Florida

July 26, 2023



Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
St. Augustine Lakes Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the financial statements of the St. Augustine Lakes Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated July 26, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated July 26, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. This is the initial year for the District.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not St. Augustine Lakes Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that St. Augustine Lakes Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.



To the Board of Supervisors

St. Augustine Lakes Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for St. Augustine Lakes Community Development District. It is management's responsibility to monitor the St. Augustine Lakes Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2022.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the St. Augustine Lakes Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 4
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 4
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$6,649
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$165,367
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: The District did not have any construction projects.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the St. Augustine Lakes Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: The District is funded by developer contributions.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$0.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: The District had no outstanding debt as of September 30, 2022.



To the Board of Supervisors St. Augustine Lakes Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Fort Pierce, Florida

July 26, 2023



A.

St. Augustine Lakes

Community Development District

FY 2024 Approved Budget August 9, 2023



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General Fund

	ADOPTED	ACTUAL	PROJECTED		APPROVED
	BUDGET FY 2023	YTD 6/30/23	NEXT 3 MONTHS	PROJECTED 9/30/23	BUDGET FY 2024
Revenues					
Assessments	\$319,224	\$319,224	\$0	\$319,224	\$319,224
Facility Income	\$0	\$0	\$0	\$0	\$0
Interest / Miscellaneous	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$319,224	\$319,224	\$0	\$319,224	\$319,224
<u>Expenditures</u>					
Administrative					
Supervisors Fees	\$9,000	\$6,400	\$3,000	\$9,400	\$12,000
FICA Expense	\$689	\$490	\$230	\$719	\$918
Engineering	\$9,000	\$2,498	\$6,503	\$9,000	\$9,000
Attorney	\$18,750	\$4,812	\$5,269	\$10,081	\$18,750
Arbitrage	\$600	\$0	\$0	\$0	\$600
Assessment Administration	\$2,500	\$0	\$0	\$0	\$2,500
Dissemination Agent	\$2,500	\$1,458	\$1,167	\$2,625	\$2,500
Annual Audit	\$3,110	\$0	\$3,110	\$3,110	\$3,110
Trustee Fees	\$4,000	\$0	\$4,000	\$4,000	\$4,000
Management Fees	\$47,250	\$35,438	\$11,813	\$47,250	\$50,085
Information Technology	\$1,800	\$1,350	\$450	\$1,800	\$1,908
Website Maintenance	\$1,200	\$2,650	\$300	\$2,950	\$1,272
Telephone	\$375	\$48	\$144	\$192	\$375
Postage	\$750	\$106	\$195	\$301	\$750
Insurance	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Printing & Binding	\$900	\$252	\$248	\$500	\$1,200
Legal Advertising	\$10,000	\$394	\$919	\$1,313	\$3,431
Other Current Charges	\$1,200	\$96	\$75	\$171	\$1,200
Office Supplies	\$450 \$150	\$8 \$175	\$30	\$38 \$175	\$450 \$175
Dues, Licenses & Subscriptions	\$150	\$175	\$0		
Administrative Expenditures	\$119,224	\$61,175	\$37,450	\$98,625	\$119,224
Amenity Center					
Utilities	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0
Facility Management	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0
Pool Permits	\$0	\$0	\$0	\$0	\$0
Janitorial	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0
Insurance - Property	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0
Amenity Center Expenditures	\$0	\$0	\$0	\$0	\$0

General Fund

	ADOPTED BUDGET FY 2023	ACTUAL YTD 6/30/23	PROJECTED NEXT 3 MONTHS	TOTAL PROJECTED 9/30/23	APPROVED BUDGET FY 2024	
Grounds Maintenance						
Field Mgmt / Admin	\$0	\$4,500	\$4,500	\$9,000	\$18,000	
Landscape Maintenance	\$150.000	\$0	\$0	\$0	\$81,250	
Lake Maintenance	\$12,000	\$0	\$0	\$0	\$12,000	
Wetland Mitigation	\$0	\$0	\$0	\$0	\$13,000	
Grounds Maintenance	\$10,000	\$0	\$0	\$0	\$10,000	
Reclaim Water	\$12,000	\$0	\$0	\$0	\$12,000	
Electric	\$10,000	\$0	\$0	\$0	\$10,000	
Miscellaneous	\$6,000	\$0	\$0	\$0	\$6,000	
Holiday Decorations	\$0	\$0	\$0	\$0	\$15,000	
Capital Reserve	\$0	\$0	\$0	\$0	\$22,750	
Grounds Maintenance Expenditures	\$200,000	\$4,500	\$4,500	\$9,000	\$200,000	
TOTAL EXPENDITURES	\$319,224	\$65,675	\$41,950	\$107,625	\$319,224	
Excess Revenues/(Expenditures)	\$0	\$253,549	(\$41,950)	\$211,599	\$0	
Net Assessments Add: Discounts and Collections (6%) Gross Assessments Assessable Units Net Per Unit Assessment Gross Per Unit Assessment						

General Fund Budget

REVENUES:

Assessments

The District will direct bill assessments to fund all General Fund Expenditures for the Fiscal Year.

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

Dominion Engineering Group Inc 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. Kutak Rock LLP is contracted to provide services.

<u>Arbitrage</u>

The District is required to annually have an arbitrage rebate calculation on the District's Special Assessment Revenue Bonds.

Assessment Administration

The District's assessment roll administration, Governmental Management Service, LLC, will provide services to prepare assessment rolls to district property owners.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues and is contracted with Governmental Management Services LLC.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District will contract with licensed CPA firm to prepare the annual audit.

General Fund Budget

Trustee Fees

The District issued Special Assessment Revenue Bonds Series 2022 which will be held with a trustee at BNY Mellon. The amount of the trustee fees is based on the agreement between BNY Mellon and the District.

Management Fees

The District has contract with Governmental Management Services LLC 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, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. provided by Governmental Management Services LLC.

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.

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, and request for proposals etc. in a newspaper of general circulation.

Other Current Charges

Estimated bank charges, amortization schedules fees and any other miscellaneous expenses that incurred during the year.

General Fund Budget

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.

Amenity Center:

Phone/Internet/Cable

The District will provide internet & cable television services for the Amenity Center with service provider.

Electric

The cost of electric associated with the Recreation Facility.

Water/Irrigation

Water, sewer, and irrigation systems cost for the district.

Gas

The District will contract with vendor to provide propane delivery for amenity center use.

Trash Removal

The District will contract with vendor to provide trash pickup for the amenity center dumpster.

Security Monitoring

The District will contract with vendor to provide security monitoring for the Amenity Center.

Access Cards

Represents the estimated cost for access cards purchased by the District's Amenity Center.

Facility Management

Cost to provide management services for the Amenity Center.

Pool Attendants

The District will contract to provide pool attendants and lifeguards during the operating season for the pool.

Field Management and Admin

The District will contract for onsite field management of contracts for District services such as landscaping, amenity & pool facilities, lake maintenance, etc.

General Fund Budget

Pool Maintenance

The estimated amount based on proposed contract to provide maintenance of the Amenity Center swimming pool.

Pool Chemicals

The estimated amount based on proposed contract to provide chemicals to maintain the Amenity Center swimming pool.

<u>Ianitorial</u>

The estimated amount based on proposed contract to provide janitorial services for the Amenity Center. Also includes purchases of janitorial supplies.

Facility Maintenance

The estimated amount based on proposed contract with vendor to provide routine repairs and maintenance for the Amenity Center.

Repair & Maintenance

Regular maintenance and replacement cost incurred by the Amenity Center of the District.

Maintenance Reserves

Estimated cost to maintain excess reserves for future unexpected maintenance cost incurred by the Amenity Center of the District.

New Capital Projects

Represents any Capital expenditures the District may need to purchase furniture or equipment.

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Holiday Decorations

Represents estimated costs for the District to decorate the amenity center throughout the Fiscal Year.

Fitness Center Repairs/Supplies

Represents estimated costs for the Fitness Center repairs of equipment, purchase of supplies, and preventative maintenance contract.

Office Supplies

Represents estimated cost for office supplies for the Amenity Center.

ASCAP/BMI Licenses

License fee required to broadcast music throughout the amenity center.

General Fund Budget

Grounds Maintenance:

Hydrology Quality/Mitigation

Cost to preserve beneficial aquatic plants in the wetland mitigation area and control nuisance and exotic pest plant populations.

Landscape Maintenance

Cost to maintain the common areas of the District based on a proposed contract with landscape provider.

Landscape Contingency

Other landscape costs that is not under contract which includes landscape light repairs and replacements.

Irrigation Repairs

Miscellaneous irrigation repairs and maintenance cost for the District.

Lake Maintenance

Cost for the maintenance of District lakes based on a contract.

Grounds Maintenance

Contracted staff for repairs and trash pick-up on District owned property.

Pump Repairs

Provision for pool pump repair or replacements as needed.

Reclaimed water

Estimated Reclaimed water Services for the District provided by utility company.

Streetlights

Estimate for District streetlighting cost for the community. The amount is based upon the agreement plus estimated cost for fuel charges.

Streetlight Repairs

Estimated costs for street lighting and parking lot repairs and replacements.

Miscellaneous

Any unanticipated and unscheduled maintenance cost to the District.

St. Augustine Lakes CDD

Debt Service Fund

Community Development District

Series 2022

	APPROVED BUDGET FY 2023	ACTUAL YTD 6/30/23	PROJECTED NEXT 4 MONTHS	TOTAL PROJECTED 9/30/23	APPROVED BUDGET FY 2024
Revenues					
Special Assessments - Direct	\$190,197	\$0	\$190,197	\$190,197	\$480,041
Interest Income	\$0	\$6,938	\$5,076	\$12,014	\$6,007
Carry Forward Surplus*	\$0	\$0	\$0	\$0	\$197,008
Total Revenues	\$190,197	\$6,938	\$195,273	\$202,211	\$683,055
Expenditures					
Interest -12/15	\$0	\$0	\$0	\$0	\$190,197
Interest - 6/15	\$184,914	\$184,914	\$0	\$184,914	\$190,197
Principal - 6/15	\$0	\$0	\$0	\$0	\$100,000
Total Expenditures	\$184,914	\$184,914	\$0	\$184,914	\$480,394
Other Sources/(Uses)					
Bond Proceeds	\$424,934	\$424,934	\$0	\$424,934	\$0
Transfer In (Out)	\$0	(\$2,601)	\$0	(\$2,601)	\$0
Total Other Sources/(Uses)	\$424,934	\$422,333	\$0	\$422,333	\$0
EXCESS REVENUES (EXPENDITURES	\$430,217	\$244,357	\$195,273	\$439,630	\$202,661
*Deflects aveces revenue at final year and l	aga magamya fiya d	l halamaa			
*Reflects excess revenue at fiscal year end le	ess reserve func	i balance.		12/15/24 Interest	\$ 187,847
	Type	Units	Net Per Unit	Gross Per Unit	
	43' Lot	242	\$ 1,127	\$ 1,200	\$ 290,400
	53' Lot	184	\$ 1,127	\$ 1,200	\$ 220,800
			Less: Disc	ount/Collections	\$ (31,159)
]	Net Assessments	\$ 480,041

Series 2022, Special Assessment Revenue Bonds Amortization Schedule

(Term Bonds Due Combined)

Date	Balance	Principal			Interest	Annual
6/15/23	\$7,070,000	\$	-	\$	184,914	
12/15/23	\$ 7,070,000	\$	-	\$	190,197	\$ 375,111
6/15/24	\$ 7,070,000	\$	100,000	\$	190,197	
12/15/24	\$6,970,000	\$	-	\$	187,847	\$ 478,044
6/15/25	\$6,970,000	\$	105,000	\$	187,847	
12/15/25	\$ 6,865,000	\$	-	\$	185,379	\$ 478,226
6/15/26	\$ 6,865,000	\$	110,000	\$	185,379	
12/15/26	\$ 6,755,000	\$	-	\$	182,794	\$ 478,174
6/15/27	\$ 6,755,000	\$	115,000	\$	182,794	
12/15/27	\$ 6,640,000	\$	-	\$	180,092	\$ 477,886
6/15/28	\$ 6,640,000	\$	120,000	\$	180,092	
12/15/28	\$ 6,520,000	\$	-	\$	177,272	\$ 477,364
6/15/29	\$ 6,520,000	\$	125,000	\$	177,272	
12/15/29	\$ 6,395,000	\$	-	\$	174,334	\$ 476,606
6/15/30	\$ 6,395,000	\$	135,000	\$	174,334	
12/15/30	\$ 6,260,000	\$	-	\$	170,706	\$ 480,041
6/15/31	\$ 6,260,000	\$	140,000	\$	170,706	
12/15/31	\$ 6,120,000	\$ \$	-	\$	166,944	\$ 477,650
6/15/32	\$ 6,120,000		150,000	\$	166,944	
12/15/32	\$ 5,970,000	\$	-	\$	162,913	\$ 479,856
6/15/33	\$ 5,970,000	\$	155,000	\$	162,913	
12/15/33	\$ 5,815,000	\$ \$	-	\$	158,747	\$ 476,659
6/15/34	\$ 5,815,000	\$	165,000	\$	158,747	
12/15/34	\$ 5,650,000	\$	-	\$	154,313	\$ 478,059
6/15/35	\$ 5,650,000	\$	175,000	\$	154,313	
12/15/35	\$ 5,475,000	\$	-	\$	149,609	\$ 478,922
6/15/36	\$ 5,475,000	\$	185,000	\$	149,609	
12/15/36	\$ 5,290,000	\$ \$	-	\$	144,638	\$ 479,247
6/15/37	\$ 5,290,000		195,000	\$	144,638	
12/15/37	\$ 5,095,000	\$	-	\$	139,397	\$ 479,034
6/15/38	\$ 5,095,000	\$	205,000	\$	139,397	
12/15/38	\$4,890,000	\$	-	\$	133,888	\$ 478,284
6/15/39	\$4,890,000	\$	215,000	\$	133,888	
12/15/39	\$ 4,675,000	\$	-	\$	128,109	\$ 476,997
6/15/40	\$ 4,675,000	\$	230,000	\$	128,109	
12/15/40	\$ 4,445,000	\$	-	\$	121,928	\$ 480,038

Series 2022, Special Assessment Revenue Bonds Amortization Schedule

(Term Bonds Due Combined)

Date	Balance	Principal			Interest	Annual	
6/15/41	\$ 4,445,000	\$	240,000	\$	121,928		
12/15/41	\$ 4,205,000	φ \$	240,000	φ \$	115,478	\$	477,406
6/15/42	\$ 4,205,000 \$ 4,205,000	\$	255,000	φ \$	115,478	Ψ	477,400
12/15/42	\$ 3,950,000	Ф \$	255,000	φ \$	108,625	\$	479,103
6/15/43	\$ 3,950,000	\$	270,000	φ \$	108,625	φ	479,103
12/15/43	\$ 3,680,000	Ф \$	270,000	φ \$	100,023	\$	479,825
6/15/44	\$ 3,680,000	Ф \$	285,000	φ \$	101,200	Φ	479,025
	\$ 3,395,000	Ф \$	265,000	φ \$	93,363	¢	470 562
12/15/44 6/15/45	\$ 3,395,000 \$ 3,395,000	Ф \$	300,000	э \$	93,363	\$	479,563
12/15/45	\$ 3,095,000		300,000	φ \$	85,113	\$	170 175
6/15/46	\$ 3,095,000 \$ 3,095,000	\$ \$	315,000	э \$	85,113	Ф	478,475
12/15/46	\$ 2,780,000	Ф \$	315,000			φ	476 E62
	\$ 2,780,000 \$ 2,780,000	Ф \$	335,000	\$ \$	76,450 76,450	\$	476,563
6/15/47			335,000		•	φ	470 600
12/15/47	\$ 2,445,000	\$ \$	- 255 000	\$	67,238	\$	478,688
6/15/48	\$ 2,445,000		355,000	\$	67,238	Φ	470 740
12/15/48	\$ 2,090,000	\$	-	\$	57,475	\$	479,713
6/15/49	\$ 2,090,000	\$	375,000	\$	57,475	•	470.000
12/15/49	\$ 1,715,000	\$	-	\$	47,163	\$	479,638
6/15/50	\$ 1,715,000	\$	395,000	\$	47,163	•	470 400
12/15/50	\$ 1,320,000	\$	-	\$	36,300	\$	478,463
6/15/51	\$ 1,320,000	\$	415,000	\$	36,300	•	470 400
12/15/51	\$ 905,000	\$	-	\$	24,888	\$	476,188
6/15/52	\$ 905,000	\$	440,000	\$	24,888	_	
12/15/52	\$ 465,000	\$	-	\$	12,788	\$	477,675
6/15/53	\$ 465,000	\$	465,000	\$	12,788	_	
12/15/53	\$ -	\$	-	\$	-	\$	477,788
Totals		\$	7,070,000	\$	7,655,282	\$	14,725,282

Capital Reserve

	PROPOSED BUDGET FY 2023	ACTUAL YTD 6/30/23	PROJECTED NEXT 4 MONTHS	TOTAL PROJECTED 9/30/23	APPROVED BUDGET FY 2024
Revenues					
Capital Reserve Transfer In Interest	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$22,750 \$0
Total Revenues	\$0	\$0	\$0	\$0	\$22,750
<u>Expenditures</u>					
Capital Outlay	\$0	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0	\$0	\$0
Excess Revenues/(Expenditures)	\$0	\$0	\$0	\$0	\$22,750

C.



RESOLUTION 2023-07

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the St. Augustine Lakes Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

2023/2024, the sum of \$	out of the revenues of the District, for Fiscal Year to be raised by the levy of assessments and/or
,	Board to be necessary to defray all expenditures of the vided and appropriated in the following fashion:
TOTAL GENERAL FUND	\$

TOTAL ALL FUNDS \$

SECTION 3. BUDGET AMENDMENTS

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

- or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2023.

ATTEST:	ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

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RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in St. Johns County, Florida ("County"); and

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

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

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

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

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

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

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

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

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B;" and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT:

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

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

SECTION 3. Collection and Enforcement; Penalties; Interest.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B."

- B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment - including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

PASSED AND ADOPTED this 9th day of August, 2023.

Assessment Roll (Direct Collect)

ATTEST:		ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT		
Secretary / A	Assistant Secretary	Chair / Vice Chair, Board of Supervisors		
Exhibit A: Exhibit B:	Budget Assessment Roll (Uniform Method)			

Exhibit ABudget

Exhibit B

Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)



Arbitrage Rebate Computation Proposal For

St. Augustine Lakes Community Development District

(St. Johns County, Florida) \$7,070,000 Special Assessment Bonds, Series 2022 (2022 Project)





www.amteccorp.com

August 2, 2023

St. Augustine Lakes Community Development District c/o Ms. Bernadette Peregrino
District Accountant
Governmental Management Services
475 West Town Place
Suite 114
St. Augustine, FL 32092

Re: \$7,070,000 St. Augustine Lakes Community Development District (St. Johns County, Florida), Special Assessment Bonds, Series 2022 (2022 Project)

Dear Ms. Peregrino:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced St. Augustine Lakes Community Development District (the "District") Series 2022 (2022 Project) bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,300 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of December 20th, based upon the anniversary of the closing date of the Bonds in December 2022.

Proposal

We are proposing rebate computation services based on the following:

- \$7,070,000 Series 2022 (2022 Project) Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2022 (2022 Project) Bonds is \$450 per year and will encompass all activity from December 20, 2022, the date of the closing, through December 20, 2027, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$7,070,000 Series 2022 (2022 Project) Bonds

Report Date	Type of Report	Period Covered	Fee
November 30, 2023	Rebate and Opinion	Closing – November 30, 2023	\$ 450
November 30, 2024	Rebate and Opinion	Closing – November 30, 2024	\$ 450
November 30, 2025	Rebate and Opinion	Closing – November 30, 2025	\$ 450
November 30, 2026	Rebate and Opinion	Closing – November 30, 2026	\$ 450
December 20, 2027	Rebate and Opinion	Closing – December 20, 2027	\$ 450

In order to begin, we are requesting copies of the following documentation:

- 1. Arbitrage Certificate or Tax Regulatory Agreement
- 2. IRS Form 8038-G
- 3. Closing Memorandum
- 4. The Bank of New York Mellon statements for all accounts from December 20, 2022, the date of the closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

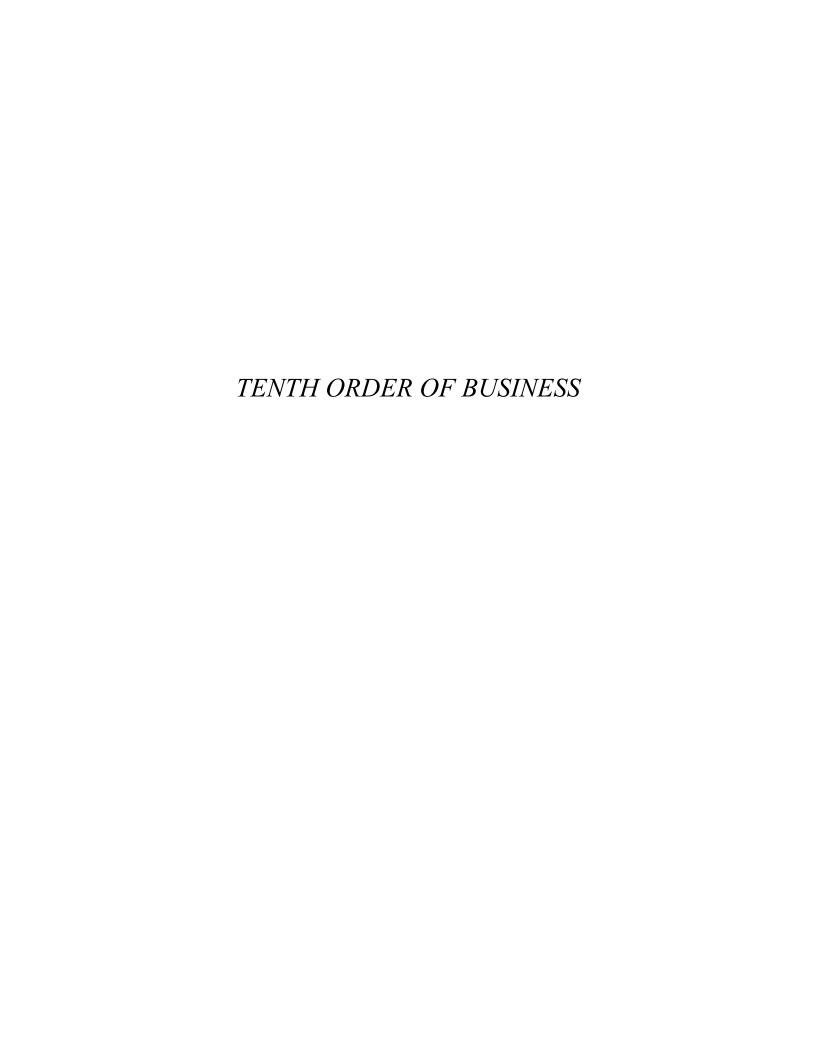
- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on	, 2023.
St. Augustine Lakes Community Development District	Consultant: American Municipal Tax-Exempt Compliance Corporation
Community Development District	Michaelday
By:	By: Michael J. Scarfo Senior Vice President

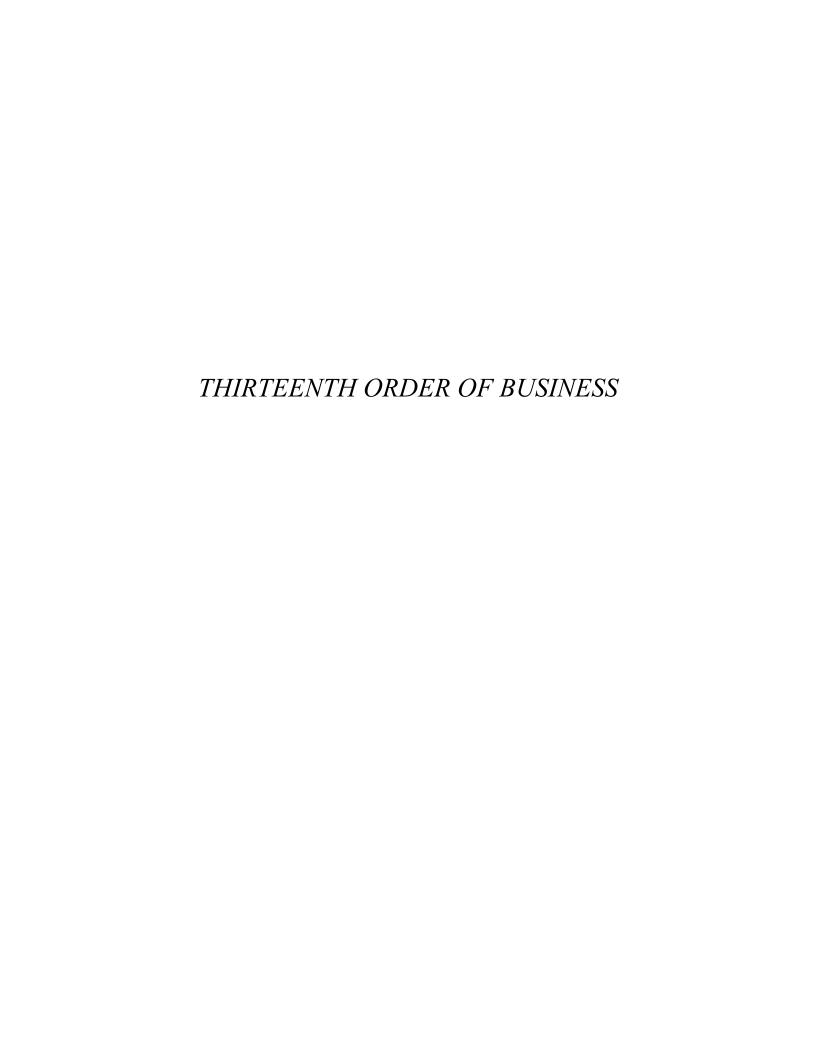


C.

BOARD OF SUPERVISORS MEETING DATES ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2023/2024

The Board of Supervisors of the St. Augustine Lakes Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at 11:00 a.m. at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 on the first Wednesday of each month as follows:

October 4, 2023 November 1, 2023 December 6, 2023 January 3, 2024 February 7, 2024 March 6, 2024 April 3, 2024 May 1, 2024 June 5, 2024 July 3, 2024 August 7, 2024 September 4, 2024



St. Augustine Lakes

Community Development District

Unaudited Financial Reporting June 30, 2023



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ST AUGUSTINE LAKES

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

June 30, 2023

	General	Debt	Capital	Total Government
	Fund	Service	Project	Funds
ASSETS:				
CASH	\$258,728			\$258,728
DUE FROM DEVELOPER	\$6,439			\$6,439
DUE FROM CAPITAL				\$0
SERIES 2022				
RESERVE		\$241,712		\$241,712
INTEREST		\$2,644		\$2,644
CONSTRUCTION			\$6,287,054	\$6,287,054
COI				\$0
TOTAL ASSETS	\$265,167	\$244,357	\$6,287,054	\$6,796,578
LIABILITIES:				
ACCOUNTS PAYABLE	\$410			\$410
DUE TO DEVELOPER				\$0
DUE TO GENERAL FUND				\$0
TOTAL LIABILITIES	\$410	\$0	\$0	\$410
FUND EQUITY:				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE 2022		\$244,357		\$244,357
RESTRICTED FOR CAPITAL PROJECTS 2022			\$6,287,054	\$6,287,054
UNASSIGNED	\$264,757			\$264,757
TOTAL FUND BALANCES	\$264,757	\$244,357	\$6,287,054	\$6,796,168
TOTAL LIABILITIES & FUND EQUITY	\$265,167	\$244,357	\$6,287,054	\$6,796,578

St Augustine Lakes Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending

June 30, 2023

	PROPOSED	PRORATED BUDGET	ACTUAL	
REVENUES:	BUDGET	6/30/23	6/30/23	VARIANCE
ALL THIS DEL				
Assessments	\$319,224	\$319,224	\$319,224	\$0
TOTAL REVENUES	\$319,224	\$319,224	\$319,224	\$0
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisors Fees	\$9,000	\$6,750	\$6,400	\$350
FICA Expense	\$689	\$516	\$490	\$27
Engineering	\$9,000	\$6,750	\$2,498	\$4,253
Attorney	\$18,750	\$14,063	\$4,812	\$9,250
Arbitrage	\$600	\$0	\$0	\$0
Assessment Administration	\$2,500	\$0	\$0	\$0
Dissemination Agent	\$2,500	\$1,875	\$1,458	\$417
Annual Audit	\$3,110	\$2,333	\$0	\$2,333
Trustee Fees	\$4,000	\$0	\$0	\$0
Management Fees	\$47,250	\$35,438	\$35,438	\$0
Information Technology	\$1,800	\$1,350	\$1,350	\$0
Website Maintenance	\$1,200	\$900	\$2,650	(\$1,750)
Telephone	\$375	\$281	\$48	\$233
Postage	\$750	\$563	\$106	\$457
Insurance	\$5,000	\$5,000	\$5,000	\$0
Printing & Binding	\$900	\$675	\$252	\$423
Legal Advertising	\$10,000	\$7,500	\$394	\$7,106
Other Current Charges	\$1,200	\$900	\$96	\$804
Office Supplies	\$450	\$338	\$8	\$330
Dues, Licenses & Subscriptions	\$150	\$150	\$175	(\$25)
ADMINISTRATIVE EXPENDITURES	\$119,224	\$85,380	\$61,175	\$24,205
GROUND MAINTENANCE:				
Field Mgmt/Admin	\$0	\$0	\$4,500	(\$4,500)
Landscape Maintenance	\$150,000	\$112,500	\$0	\$112,500
Lake Maintenance	\$12,000	\$9,000	\$0	\$9,000
Grounds Maintenance	\$10,000	\$7,500	\$0	\$7,500
Reclaim Water	\$12,000	\$9,000	\$0	\$9,000
Electric	\$10,000	\$7,500	\$0	\$7,500
Miscellaneous	\$6,000	\$4,500	\$0	\$4,500
GROUNDS MAINTENANCE EXPENDITURES	\$200,000	\$150,000	\$4,500	\$145,500
TOTAL EXPENDITURES	\$319,224		\$65,675	
EXCESS REVENUES (EXPENDITURES)	\$0		\$253,549	
FUND BALANCE - Beginning	\$0		\$11,208	
FUND BALANCE - Ending	\$0		\$264,757	
Diminon mining	ΨΟ		Ψ <u></u> 201,101	

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	\$800	\$0	\$0	\$0	\$6,400
FICA Expense	\$153	\$0	\$77	\$0	\$77	\$46	\$77	\$0	\$61	\$0	\$0	\$0	\$490
Engineering	\$0	\$0	\$278	\$250	\$370	\$370	\$0	\$820	\$410	\$0	\$0	\$0	\$2,498
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	\$292	\$0	\$0	\$0	\$1,458
Management Fees	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$0	\$0	\$0	\$35,438
Information Technology	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$1,350
Website Administration	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,850	\$0	\$0	\$0	\$2,650
Telephone	\$0	\$18	\$13	\$0	\$7	\$0	\$5	\$4	\$2	\$0	\$0	\$0	\$48
Postage	\$25	\$7	\$2	\$23	\$3	\$42	\$0	\$3	\$2	\$0	\$0	\$0	\$106
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	\$2	\$0	\$0	\$0	\$252
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	\$8
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	\$7,506	\$0	\$0	\$0	\$61,175
GROUNDS MAINTENANCE EXPENDITURES													
Field Mgmt/Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500	\$0	\$0	\$0	\$4,500
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	\$0 \$0	\$0 #0	\$0 ¢0	\$0	\$0 ¢0	\$0
Lake Maintenance Grounds Maintenance	\$0 \$0												
Pump Repairs	\$0 \$0	\$0											
Reclaim Water	\$0	\$0 \$0	\$0	\$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$1,500	\$0	\$0	\$0	\$4,500
TOTAL EXPENDITURES	\$12,501	\$4,423	\$5,944	\$5,715	\$7,045	\$6,365	\$7,799	\$6,877	\$9,006	\$0	\$0	\$0	\$65,675
EXCESS REVENUES (EXPENDITURES)	(\$12,501)	(\$4,423)	(\$5,944)	\$153,897	(\$7,045)	\$73,441	(\$7,799)	\$72,929	(\$9,006)	\$0	\$0	\$0	\$253,549

St Augustine Lakes COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2022

Statement of Revenues, Expenditures and Changes in Fund Balance

For The Period Ending

June 30, 2023

	PROPOSED PRORATED BUDGET		ACTUAL			
	BUDGET	6/30/23	6/30/23	VARIANCE		
Revenues.						
Special Assessments - Direct	\$190,197	\$0	\$0	\$0		
Interest Income	\$0	\$0	\$6,938	\$6,938		
Total Revenues	\$190,197	\$0	\$6,938	\$6,938		
Expenditures						
Interest -12/15	\$0	\$0	\$0	\$0		
Interest - 6/15	\$184,914	\$184,914	\$184,914	\$0		
Principal - 6/15	\$0	\$0	\$0	\$0		
Total Expenditures	\$184,914	\$184,914	\$184,914	\$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		\$244,357			
FUND BALANCE - Beginning	\$57,790		\$0			
FUND BALANCE - Ending	\$488,007		\$244,357			

St Augustine Lakes

Community Development District

Capital Projects Fund

Statement of Revenues & Expenditures and Changes in Fund Balance

For Period Ending

June 30, 2023

	Seríes 2022
REVENUES:	
Interest Income	\$89,100
TOTAL REVENUES	89,099.87
EXPENDITURES:	
Capital Outlay	\$35,802
Cost of Issuance Expense	\$272,512
Underwriter's Expense	\$141,400
TOTAL EXPENDITURES	\$449,714
OTHER SOURCES/(USES)	
Interfund Transfer In/(Out)	\$2,601
Bonds Proceeds	\$6,645,066
TOTAL OTHER SOURCES/(USES)	\$6,647,668
EXCESS REVENUES (EXPENDITURES)	\$6,287,054
FUND BALANCE - Beginning	\$0
FUND BALANCE - Ending	\$6,287,054

St Augustine Lakes Community Development District Long Term Debt Report

Series 2022 Special Assessments Bonds	
	47550
Interest Rate:	4.7-5.5%
Maturity Date:	6/15/2053
Reserve Fund Definition:	
Reserve Fund Requirement (50% MADS):	\$240,020
Reserve Fund Balance:	\$241,712
Bonds outstanding - 12/20/2022	\$7,070,000
Current Bonds Outstanding	\$7,070,000

ST AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

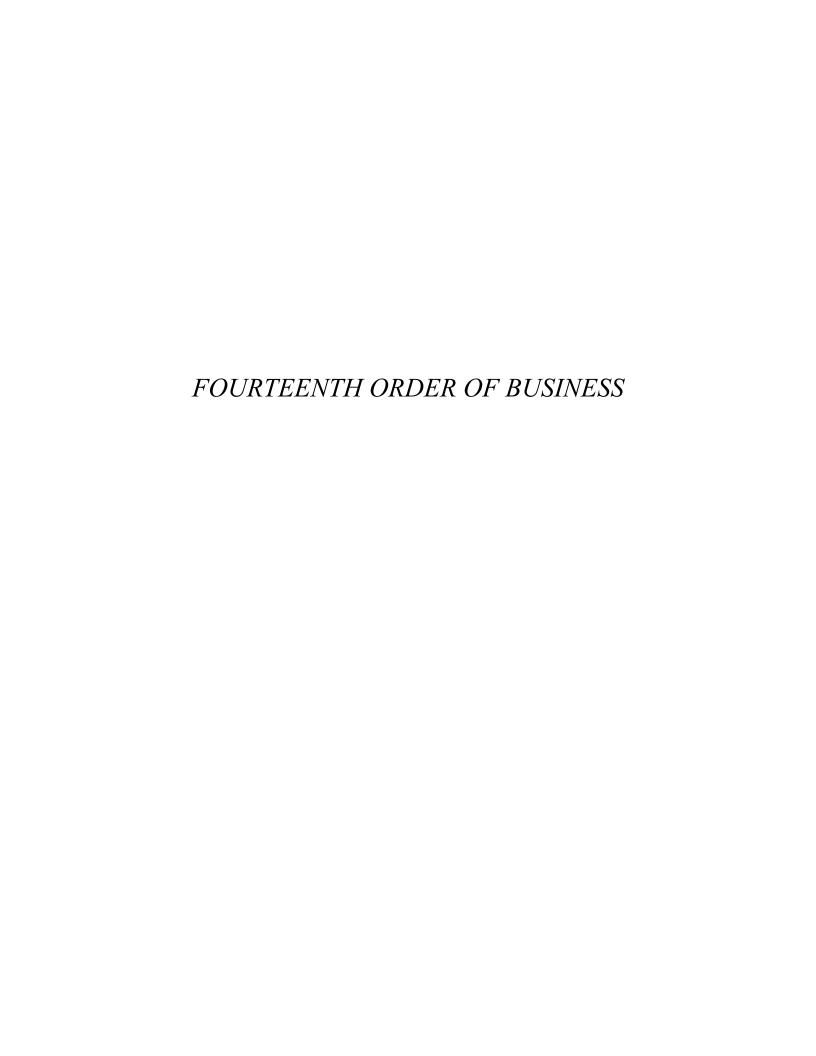
Fiscal Year 2023 Assessments Receipts Summary

ASSESSED	# O&M UNITS ASSESSED	SERIES 2022 DEBT ASSESSED (2)	FY23 O&M ASSESSED	TOTAL 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

DUE/RECEIVED	BALANCE DUE	SERIES 2022 DEBT RECEIVED (2)	O&M RECEIVED	TOTAL RECEIVED
LENNAR	95,544.92	-	89,568.97	89,568.97
AG ESSENTIAL	94,651.96	-	229,655.03	229,655.03
TOTAL DIRECT INVOICES (1) (2)	190,196.88	-	319,224.00	319,224.00
ASSESSED REVENUE TAX ROLL	-	-	-	-
TOTAL NET ASSESSMENTS	190,196.88	-	319,224.00	319,224.00

⁽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



St Augustine Lakes

Community Development District

Check Run Summary

6/01/23 - 6/30/23

Fund	Date	Check No.	Amount	
General Fund				
Accounts Payable	6/16/23 6/28/23	53-59 60	\$10,600.08 \$1,750.00	
			Sub-Total	\$12,350.08
Total			\$	12,350.08

^{*} Fedex Invoices available upon request

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/31/23 PAGE 1
*** CHECK DATES 06/01/2023 - 06/30/2023 *** ST AUGUSTINE LAKES - GENERAL

	BANK A ST AUGUSTIN	E LAKES			
CHECK VEND#INVOICE EXPENSED TO. DATE DATE INVOICE YRMO DPT ACCT	 # SUB SUBCLASS	DOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
6/16/23 00007 5/31/23 5605853 202305 310-5130	0-48000		*	63.92	
8838299 BOARD MEET 5/31	CA FLORIDA HOLD	INGS LLC			63.92 000053
6/16/23 00005 6/01/23 2023-607 202305 310-5130	0-31100		*	820.00	
CDD BOARD MEETING 5/3/2		ERING GROUP INC	c 		820.00 000054
6/16/23 00004 6/01/23 21 202306 310-5130	0-31300		*	291.67	
JUN DISSEM AGENT SRVCS 6/01/23 21 202306 310-5130			*	150.00	
JUN INFO TECH 6/01/23 21 202306 310-5130			*	3,937.50	
JUN MANAGEMENT FEES 6/01/23 21 202306 310-5130			*	100.00	
JUN WEBSITE ADMIN 6/01/23 21 202306 310-5130	0-51000		*	.09	
OFFICE SUPPLIES 6/01/23 21 202306 310-5130	0-42000		*	1.80	
POSTAGE 6/01/23 21 202306 310-5130	0-42500		*	1.95	
COPIES 6/01/23 21 202306 310-5130	0-41000		*	1.65	
TELEPHONE	GOVERNMENTAL MAI	NAGEMENT SRVCS	LLC		4,484.66 000055
6/16/23 00006 5/31/23 3226016 202304 310-5130	0-31500		*	731.50	
APR GENERAL COUNSEL	KUTAK ROCK LLP				731.50 000056
6/16/23 00010 4/01/23 409614 202304 320-5720	0-34000		*	1,500.00	
APR MANAGEMENT SERVICES	VESTA PROPERTY :	SERVICES INC			1,500.00 000057
6/16/23 00010 5/01/23 409621 202305 320-5720			*	1,500.00	
MAY MANAGEMENT SERVICES	VESTA PROPERTY	SERVICES INC			1,500.00 000058
6/16/23 00010 6/01/23 410337 202306 320-5720	0-34000		*	1,500.00	
JUN MANAGEMENT SERVICES	VESTA PROPERTY	SERVICES INC			1,500.00 000059
6/28/23 00011 2/02/22 723 202306 310-5130				1,750.00	
NEW WEBSITE BUILD	BBM AMERICA LLC	DBA REALIGN W	EB	·	1,750.00 000060

SAUG ST AUGUSTINE L BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/31/23 PAGE 2
*** CHECK DATES 06/01/2023 - 06/30/2023 *** ST AUGUSTINE LAKES - GENERAL
BANK A ST AUGUSTINE LAKES

CHECK VEND#INVOICE.... ..EXPENSED TO... VENDOR NAME STATUS AMOUNTCHECK.....

DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT #

TOTAL FOR REGISTER 12,350.08

SAUG ST AUGUSTINE L BPEREGRINO

LOCALIQ

FLORIDA

ſ	ACCOUN	IT NAME	ACCOUNT#	PAGE#
	St. Augus	762564	1 of 1	
	INVOICE#	PAYMENT DU	E DATE	
	0005605853	May 1- May 31, 2023	June 20, 2	023
	PREPAY (Memo info)	UNAPPLIED (included in amt due)	TOTAL AMOU	NT DUE
	\$0.00	\$0.00	\$63.92	2
	BILLING INQUIRIES/	ADDRESS CHANGES	FEDERAL	.ID
	1-877-736-7612 or s	47-23909	83	

BILLING ACCOUNT NAME AND ADDRESS

St. Augustine Lakes 475 W. Town Pl. Ste. 114 Saint Augustine, FL 32092-3649

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to Interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

0000762564000000000000056058530000639267176

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

 Date
 Description
 Amount

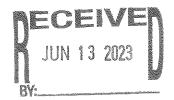
 5/1/23
 Balance Forward
 \$65.28

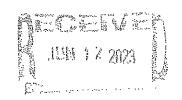
 5/15/23
 PAYMENT - THANK YOU
 -\$65.28

 Package Advertising:

 Start-End Date
 Order Number
 Description
 PO Number
 Package Cost

 5/31/23
 8838299
 Community Development District
 \$63.92





	PLEASE	DETACH AND RE	TURN THIS PO	RTION WITH YOU	IR PAYMENT	
LOCALIQ St. Aug		ACCOUN	TNAME	PAYMENT	(AZZZZEGIANI CENTRALIZATOR)	AMOUNT PAID
		St. August	ine Lakes	June 20), 2023	
FLORI	DA	ACCOUNT NUMBER		INVOICE	NUMBER	
1 2010		762	564	00056	05853	
CURRENT DUE	30 DAYS PAST DÜE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$63.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.92
REMITTANCE ADD	RESS (Include Account	# & Invoice# on check)	TOP	AY WITH CREDIT CA	RD PLEASE FILL OL	JT BELOW:
A Control of the Cont	3500000		VISA	MASTERCARD	DISCOVER	AMEX
CA	Florida Holdings,	LLC				
PO Box 631244 Cincinnati, OH 45263-1244		Card Number				
		Exp Date	11	CVV Code		
			Signature		Date	

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

05/31/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/31/2023

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

Publication Cost:

\$63,92

Order No:

8838299

of Copies:

Customer No:

762564

PO#:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN Notary Public State of Wisconsin 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, June 7, 2023 at 11:00 a.m. at the offices of Management Governmental West Town Place, 475 Services, 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 Development 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. 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

***** INVOICE *****



PLANNERS AND ENGINEERS

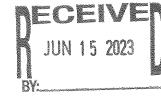
Dominion Engineering Group, Inc. 4348 Southpoint Blvd., Suite 201 Jacksonville, Florida 32216 (904) 854-4500

Date: June 1, 2023

Invoice Number 2023-6071

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 4 CDD Board Meetings

\$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	\$205	4	\$820.00
TOTAL		4	\$820.00

- 1. Attended CDD Board meeting on 5/03/23
- 2. Reviewed Bond Documents

Total Amount Due \$820.00

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.

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 21

Invoice Date: 6/1/23 Due Date: 6/1/23

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Dissemination Agent Services - June 2023 Information Technology - June 2023		291.67 150.00 3,937.50	
Management Fees - June 2023 Website Administration - June 2023 Office Supplies		100.00 0.09	100.00 0.09
Postage Copies		1.80 1.95	1.95
Telephone (A tradition of the Alexandra Alexandra Alexandra Alexandra Alexandra Alexandra Alexandra Alexandra A	(1994) 8 5 15 HH - 15 1 T - 15 1 15 1	9 H H H H H H 1965	CO. Prop.
		No. of the control of	
			64 404 66

Total	\$4,484.66		
Payments/Credits	\$0.00		
Balance Due	\$4,484.66		

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2023

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



Reference: Invoice No. 3226016 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. 3226016

25223-1

Re: Gene	eral Counsel						
For Professional Legal Services Rendered							
04/01/23	L. Whelan	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District			
04/04/23	W. Haber	0.40	120.00	Prepare for Board meeting			
04/05/23	W. Haber	0.40	120.00	Prepare for and participate in Board meeting			
04/21/23	W. Haber	0.40	120.00	Review and respond to correspondence regarding debt assessments			
04/21/23	K. Jusevitch	0.20	29.00	Prepare budget approval resolution and correspond with district manager			
04/28/23	W. Haber	0.50	150.00	Review and revise utility easement with County; confer with Rogers regarding same			
TOTAL HOURS		2.40					

KUTAK ROCK LLP

St Augustine Lakes Community Development May 31, 2023 Client Matter No. 25223-1 Invoice No. 3226016 Page 2

TOTAL FOR SERVICES RENDERED

\$731.50

TOTAL CURRENT AMOUNT DUE

\$731.50

Vesta,

Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Bill To

c/o Governmental Management Services St. Augustine Lakes CDD 475 West Town Place Suite 114 St. Augustine FL 32092

Invoice

Invoice # Date 409614 04/01/2023

Terms

Due on receipt

Due Date

04/01/2023

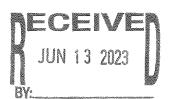
Memo

Vesta Management Fe...

Besailpitons Monthly Management Services	Girinilly 1	Felc 1,500.00	Antorine 1,500.00	
And the second s	AND THE PERSON NAMED IN TH	I THE THE PARTY OF	THE PROPERTY OF THE PROPERTY O	

Total

1,500.00







Vested in your community.

Vesta Property Services 411 South Central Ave., Suite B Flagler Beach, FL 32136 p. (386) 439-0134 f. (386) 439-4256

Bill To

c/o Governmental Management Services St. Augustine Lakes CDD 475 West Town Place Suite 114 St. Augustine FL 32092

Invoice

Date Invoice # 05/01/2023 409621

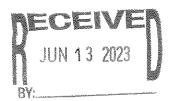
Terms

Due on receipt

Prescription Monthly Management Services	emmary មត្តទេ Starial/ខែបើការដែននៃ 1 1,500.00	Anismus 1,500.00
	AND THE PROPERTY OF THE PROPER	THE PROPERTY OF THE PROPERTY O

Total

1,500.00









Vested in your community.

Vesta Property Services 411 South Central Ave., Suite B Flagler Beach, FL 32136 p. (386) 439-0134 f. (386) 439-4256

Bill To

c/o Governmental Management Services St. Augustine Lakes CDD 475 West Town Place Suite 114 St. Augustine FL 32092

Invoice

Date Invoice # 06/01/2023 410337

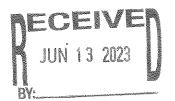
Terms

Due on receipt

Ε(0.μp(0)00). Ε(0.μp(0)0)	genondky av		Subjury (tiplies)	
Monthly Management Services	1	1,500.00	<u> </u>	1,500,00
			And the state of t	

Total

1,500.00







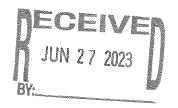


ReAlign Web Design 650 North Alafaya Trail, Suite 101 #780334 Orlando FL, 32828 (321) 262-2823

Invoice

Date	Invoice #
2/2/2022	723

Bill To	
St. Augustine Lakes CDD 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Tel: (904) 940-5850	



Description	Quantity	Rate	Amount
St. Augustine Lakes CDD New Website Build		1,750.00	1,750.00
		Total	\$1,750.00