## St. Augustine Lakes

Community Development District

*JUNE 11, 2024* 



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

Call in Number: 1-877-304-9269, Code 7067214

June 4, 2024

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 Tuesday, June 11, 2024 at 11:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, Florida 32092.

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Consideration of Minutes of the May 1, 2024 Meeting
- IV. Ratification of Agreements:
  - A. Addendum to Yellowstone Agreement for Amenity Center Maintenance
  - B. C Buss Enterprises for Pool Maintenance Services
- V. Consideration of Proposals
  - A. Coastal Amenity Services Janitorial Proposal
  - B. Doody Daddy Proposal
  - C. Elite Amenities Pool Monitor Proposal
- VI. Consideration of Resolution 2024-01, Approving the Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Date to Adopt (August 7, 2024) (Budget will be distributed under separate cover)
- VII. Discussion Regarding District Amenity Center Policies
- VIII. Staff Reports
  - A. Attorney
  - B. Engineer

- C. Manager Designation of Landowners' Election Date (November 5, 2024)
- IX. Supervisors Requests
- X. Audience Comments
- XI. Financial Statements as of April 30, 2024
- XII. Check Register
- XIII. Next Scheduled Meeting July 3, 2024 at 11:00 a.m.
- XIV. 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, May 1, 2024 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
Michael Della Penta Supervisor

Also, present were:

Jim Oliver District Manager, GMS

Joe Brown by phone District Counsel, Kutak Rock

Bill Schaefer *by phone* District Engineer

Sharon McShurley Property Manager, Vesta

Sarah Sweeting GMS

The following is a summary of the actions taken at the May 1, 2024 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. Three Supervisors were in attendance constituting a quorum.

## SECOND ORDER OF BUSINESS Audience Comments (regarding agenda items listed below)

Mr. Oliver opened the public comment period and there were no audience comments pertaining to agenda items at that time.

#### THIRD ORDER OF BUSINESS

## Consideration of Minutes of the April 3, 2024 Meeting

Mr. Oliver presented the minutes of the April 3, 2024, Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Minutes of the April 3, 2024, Meeting, were approved.

## FOURTH ORDER OF BUSINESS Ratification of Addendum to Yellowstone Agreement

Mr. Oliver presented the addendum that was discussed at the last Board of Supervisors meeting to bring an additional area online. This item has already been executed by staff and they are just looking for a motion to ratify that motion.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Addendum to Yellowstone Agreement, was ratified.

#### FIFTH ORDER OF BUSINESS

#### **Consideration of Proposals**

#### A. Pool Cleaning

Mr. Oliver presented the three proposals for pool cleaning services to the Board which were also provided in the agenda package. After looking over the proposals together the Board decided to go with C Buss Enterprises totaling \$1,300 a month.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Pool Cleaning Proposal from C Buss, was approved.

#### **B.** Yellowstone Proposal for Amenity Center

Mr. Oliver presented the proposal from Yellowstone for amenity center landscape maintenance to be added to their services totaling \$31,800 per year which will be incorporated into the Fiscal Year 2025 budget.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Yellowstone Proposal for Amenity Center, was approved.

#### SIXTH ORDER OF BUSINESS Discussion of Fiscal Year 2025 Budget

Mr. Oliver noted that the proposed budget will be brought to the Board at the June meeting before finalization at a Public hearing in August. He also added that it looks like the budget will be supported by the current level of assessments and they do not anticipate an increase which will be good new to the residents. In addition to pool and landscape services that are increasing they are looking into security services that will help manage the vandalism and trespassing occurrences. After a brief discussion of budget line items, discussion moved forward. No motion was needed on this item ant this time.

#### SEVENTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Mr. Brown, District Counsel filling in for Mr. Haber, stated he had nothing further and reminded the Board of the ethics training that needs to be completed by the end of the year. There being no questions from the Board, the next item followed.

#### B. Engineer

Mr. Schaefer had nothing further for the Board and offered to answer any questions. Ms. Rogers asked about a requirement on the report for the stormwater management facilities and asked for an update on that process. He gave an update stating that an assessment on the stormwater management facility will be submitted every five-years while every two-years a pond walk will be conducted after the ponds are constructed and accepted by the Water Management District.

#### C. Manager – Report on the Number of Registered Voters (218)

Mr. Oliver presented the number of registered voters living in the District as 218.

#### EIGHTH ORDER OF BUSINESS Supervisors Requests

Ms. Rogers asked to reschedule the regularly scheduled meeting in June which will be scheduled on June 11, 2024 at 11:00 a.m. at the same location.

#### NINTH ORDER OF BUSINESS Audience Comments

There being no comments, the next item followed.

#### TENTH ORDER OF BUSINESS Financial

#### Financial Statements as of March 31, 2024

Mr. Oliver presented the financial statements as of March 31, 2024. He added there were no issues with the general fund budget and asked for a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Financial Statements as of March 31, 2024, was approved.

#### ELEVENTH ORDER OF BUSINESS Check Register

Mr. Oliver presented the check register for Board approval.

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

#### TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – June 11, 2024 at 11:00 a.m.

Mr. Oliver noted the next meeting would be June 11, 2024, 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 Mr. Mayo, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman



A.

# SECOND AMENDMENT TO THE LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE, INC.

This Second Amendment ("Amendment") is made and entered into this 6th day of May, 2024, 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 whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

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

#### RECITALS

WHEREAS, on or around June 1, 2023, the District and the Contractor entered into a Landscape and Irrigation Maintenance Agreement, as amended on April 26, 2024 (together, the "Maintenance Agreement") which is incorporated herein by reference; and

WHEREAS, pursuant to Section 20 of the Maintenance Agreement, the parties desire to amend the Maintenance Agreement as set forth in more detail in Section 2 below; and

WHEREAS, each of the parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

**SECTION 1.** The Maintenance Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the parties under the Maintenance Agreement. All of the remaining provisions remain in full effect and fully enforceable.

**SECTION 2.** The Maintenance Agreement is hereby amended as follows:

A. The Parties hereby add the work described in **Exhibit A** hereto (the "Additional Work") to the Scope of Services, as such term is defined in the

Maintenance Agreement. The cost of the Additional Work shall be as set forth in **Exhibit A**. Payment for the Additional Work shall be made in accordance with the terms of the Maintenance Agreement.

**SECTION 3.** All other terms of the Maintenance Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment to the Maintenance Agreement on the day and year first written above.

ATTEST:	ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT
Jim Oliver	Eugi Kours  635A71EC3371457 Chairperson, Board of Supervisors
	YELLOWSTONE LANDSCAPE, INC.  By: Way A. Garm
By:	Its: Jeveny Crampo Operations Manager

#### **Exhibit A**

#### PERFORMANCE STANDARDS

#### ST. AUGUSTINE LAKES - AMENITY CENTER ADDENDUM

Managing the needs of your unique landscape requires careful planning and attention to detail.

Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment.

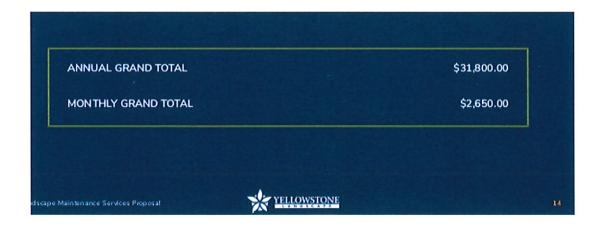
Should you ever have additional needs, questions or concerns, please ask us.

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

SERVICE	VISITS
Maintenance Visits	51
Mowing	42
Detailing	12 - 1x per month
Ornamental Grass Cutbacks	1
IPM - Fertilization & Pest Control	Turf - 6 blanket and spot treatments as needed
	Shrubs/Trees - 2 blanket and spot treatments as needed
Irrigation Inspections	12
Mulch	1
Annual Flowers	Per Request
Tree Pruning	Up to 10ft above grade - above 10ft will be proposed
Palm Pruning	1

ape Mainsunance Sérvices Proposal YELLOWSTONE 13

CORE MAINTENANCE SERVICES	PRICE
Mowing and Detailing Includes Mowing, Edging, String Trimming, Shrub/Tree Pruning, Weeding, & Cleanup	\$25,500
Integrated Pest Management Includes Chemical and Fertilization Applications	\$1,920
Irrigation Inspections Includes Standard Irrigation Reports	\$1,080
Mulch Application Estimated 60 Yards	\$3,300
ANNUAL GRAND TOTAL	\$31,800
ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Wild Earth Topdressing - Per Square Foot	\$0.23





# AGREEMENT BETWEEN ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT AND C BUSS ENTERPRISES, INC. FOR POOL MAINTENANCE SERVICES

**This Agreement** (the "Agreement") is made and entered into this 6th day of May, 2024 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

C Buss Enterprises, Inc., with a mailing address of 152 Lipizzan Trail, St. Augustine, Florida 32095 (the "Contractor," and together with District, the "Parties").

#### **RECITALS**

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

WHEREAS, in accordance with the Act, the District owns, operates, and maintains certain swimming pool facilities (the "Facilities"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pool maintenance services for the Facilities; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

- **Now, Therefore**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:
- **SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide pool maintenance service as set forth herein and in Exhibit A, attached hereto and incorporated herein by reference (the "Services"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met and shall provide the Services within presently accepted industry best

practices and professional standards. While providing the Services, 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. Contractor shall report directly to the On-Site Administrator or his or her designee. 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.

Section 3. Compensation and Term. As compensation for the completion of the Services, the District agrees to pay the Contractor One Thousand Three Hundred Dollars (\$1,300.00) per month. This compensation includes all labor and materials necessary to complete the Services. Contractor shall invoice the District monthly for services provided pursuant to the terms of this Agreement, and the District shall provide payment within thirty (30) days of receipt of such invoices, or sooner as required by Florida's Prompt Payment Act. The term of this Agreement shall commence on April 15, 2024 and shall continue through April 14, 2025, unless terminated earlier in accordance with the provisions of this Agreement; provided however, that such term may be renewed in writing upon mutual agreement by the Parties hereto.

**SECTION 4. INSURANCE.** The Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability Bodily Injury (including contractual) Property Damage (including contractual)	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000
Automobile Liability (if applicable)  Bodily Injury and Property Damage	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

#### SECTION 5. INDEMNIFICATION.

- **A.** 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **B.** Contractor agrees to indemnify, defend, and hold harmless the District and its officers, agents, staff, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor,

including litigation or any appellate proceedings with respect thereto. 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.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, codes, 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.

SECTION 7. 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 of notice of termination.

SECTION 8. 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.

SECTION 9. 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.

**SECTION 10. 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.

- SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) 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 for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.
- **SECTION 12. 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.
- **SECTION 13.** ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- SECTION 14. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 15. 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.
- **SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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.
- **SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent this Agreement conflicts with **Exhibit A** hereto, this Agreement shall control.

**SECTION 18. 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 Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to 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: C Buss Enterprises, Inc.

152 Lipizzan Trail

St. Augustine, Florida 32095

Attn: Clayton Buss

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 Notices 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 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 in this Agreement.

**SECTION 21.** THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, Florida Statutes. Contractor further recognizes that all work product, e-mails, or other forms of transmission whatsoever in furtherance of District business are considered public records and shall be retained as such by Contractor. All data and programs utilized in conduct of District business and operations and stored on computers are considered public records and are required to be turned over consistent with this provision. 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, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, JOLIVER@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

**SECTION 24. 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.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully

between the Parties as an arm's length transaction. The Parties 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.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 27. E-VERIFY REQUIREMENTS.** 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*.

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

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

By entering into this Agreement, the 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.

**SECTION 28. 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* 

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year first written above.

Attest:

ST. AUGUSTINE LAKES COMMUNITY
DEVELOPMENT DISTRICT

Docusigned by:

Swyi Korus

Sobratecast 1857

Chairperson, Board of Supervisors

CBUSS ENTERPRISES, INC.

By: Until Lueburs

Print: Chantel Lueburs

Its: Office Manager

Exhibit A: Scope of Services

#### **EXHIBIT A**



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Clayton@cbussenterprises.com

www.cbussenterprises.com

◆ 152 Lip zzan Trail

Saint Augustine, FL 32095

April 25, 2024

Ms. Sharon McShurley, LCAM c/o Vesta Property Services 200 Business Park Circle, Suite 101 Saint Augustine, FL 32095 St. Augustine Lakes 25 Old Bull Bay Ct. Saint Augustine, FL 32084 smcshurley@vestapropertyservices.com

#### COMMERCIAL SWIMMING POOL MAINTENANCE CONTRACT

#### MAINTENANCE COST:

C. Buss Enterprises agrees to provide swimming pool maintenance for St. Augustine Lakes community pool for a total of \$1300.00 per month. CHEMICALS INCLUDED.

Hourly Rate for repairs \$150. Extra Service Visits \$90. Code Brown \$225.

#### SCHEDULE:

Maintenance shall be performed three (3) days per week April 15th through September 15th, two (2) days per week September 16th through April 14th. The pools shall be closed during the time the service technician performs routine cleaning functions. On Call: 24/7

#### SCOPE OF WORK:

Check water quality and fill out log sheet as required by FL Code Chapter 64E-9 per visit.

Manually skim, brush, vacuum and clean tile as necessary.

Conduct tests for Free Available Chlorine, Combined Chlorine, Total Chlorine, pH, Acid Demand, Base Demand, Total Alkalinity, Calcium Hardness, Cyanuric Acid and Temperature as needed to maintain water quality levels within requirements of Chapter 64E-9.004(d), maintain Saturation Index within +0.3 to -0.3 for proper water balance.

Operate filtration and recirculation system, cleaning when necessary. Maintain pool at proper water level. Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, maintain proper flow rates, and equipment in clean condition.

#### TERMS:

All chemicals to perform the above maintenance are included. Any chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination shall be provided only by the service contractor, used as needed and billed.

The Service Contractor shall not be responsible for any existing damage or stains to the swimming pool or deck finish; or equipment damage due to sump pump failure.

Both parties agree that either party may terminate this agreement, or any person, upon thirty (30) days written notice, sent by regular mail, to the other party. Both parties agree that this is the sole and total agreement between them, and that no verbal or implied agreement shall be valid unless same has been written into this contract or any addendum hereto. No changes or alterations to this agreement shall be made unless both parties have agreed to same in written form properly executed.

	Starting Date:		
Contractor: Clayton Buss	Purchaser:		
Title: President	Title:		
Date: April 25, 2024	Date:		



A.



### Commercial Janitorial Proposal St. Augustine Lakes 25 Old Bull Bay Ct. St. Augustine FL 32084

#### **RESTROOMS**

- 1. Clean and disinfect toilets, urinals, counters, sinks and faucets
- 2. Sweep, mop
- 3. Empty trash and replace liners
- 4. Refill toilet paper, soap dispensers and bin liners (as needed)
- 5. Clean mirrors, glass, and chrome
- 6. Wipe down windowsills, baseboards, A/C vents, and marks on walls (as needed)
- 7. Remove cobwebs

#### POOL, PAVILION, PLAYGROUND AND MAILBOXES

- 1. Disinfect picnic tables, counters, and water fountains
- 2. Empty trash and replace liners
- 3. Blow pool deck and under pavilion
- 4. Straighten pool furniture
- 5. Pick up ground trash
- 6. Dispose of all trash off site

Coastal Amenity Services, LLC is responsible for providing all toiletries, and trash bags and will invoice St. Augustine Lakes for the cost of toiletries and trash bags separately as needed. Coastal Amenity Services, LLC will provide all cleaning supplies found necessary for use.

Coastal Amenity Services, LLC agrees to perform the aforementioned janitorial services two times a week from May - September for a flat rate of \$400.00 per month and once a week from October - April for a flat rate of \$300.00 per month and will be invoiced at the beginning of each month. If either party seeks termination of this agreement, the terminating party must provide a (30) day written notice to the other party.

Coastal Amenity Services will observe the following holidays each year, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price is not pro-rated or reduced for non-performance of scheduled services on the above holidays.

Please sign and return if accepted:	
St. Augustine Lakes Representative	
Date	



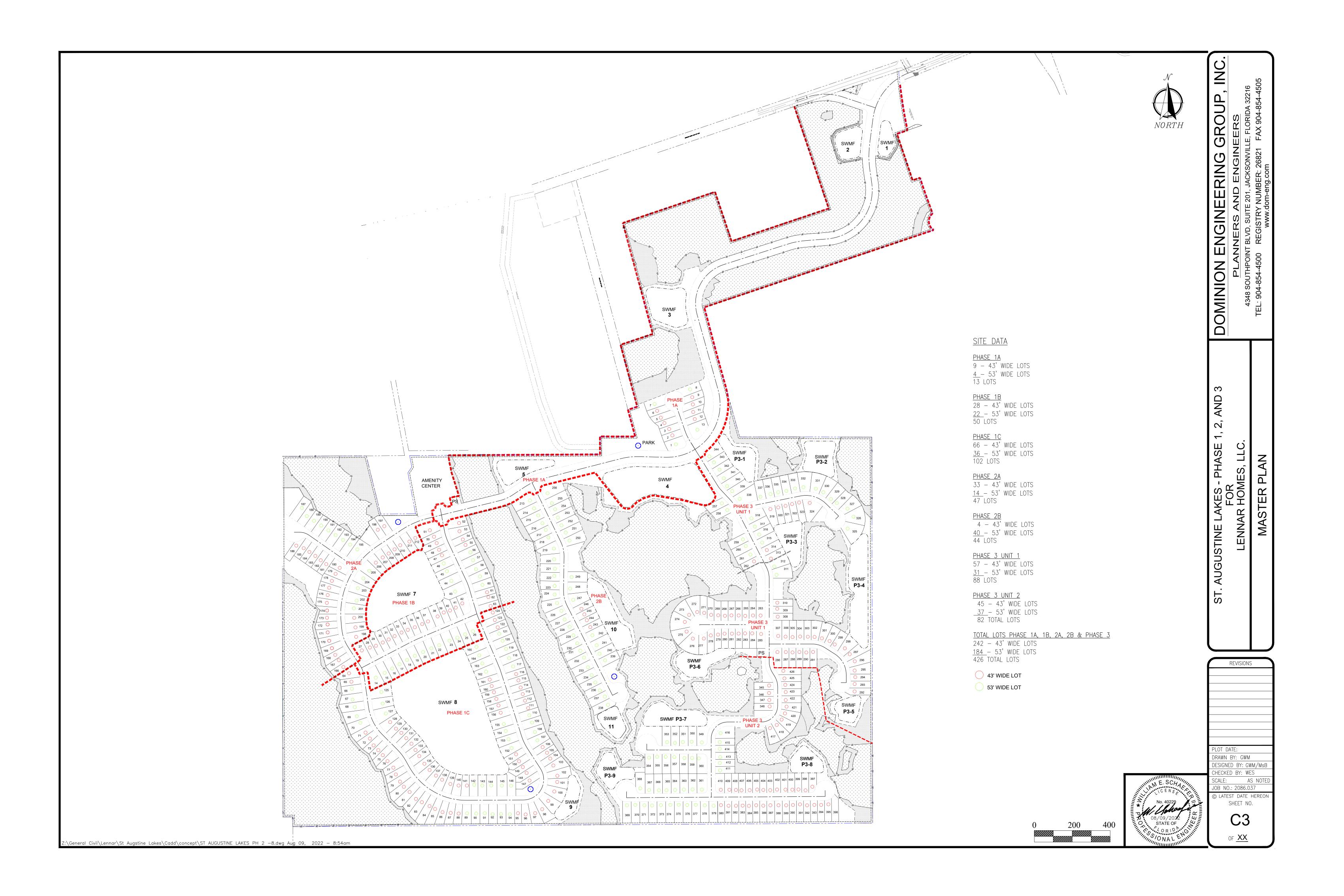


Prepared Date May 23, 2024

### PROPOSAL

Prepared for St Augustine Lakes

DESCRIPTION OF WORK	VISITS	RATE PER VISIT	MONTHLY TOTAL
<ul> <li>Pet Waste Station Service         <ul> <li>Weekly service includes restocking all pick-up bags, liner bags and removal of waste at each station.</li> </ul> </li> <li>Doody Daddy will purchase and provide all bags for each pet waste station.</li> <li>Doody Daddy will purchase any additional pet waste stations for the community with a renewed 2 year contract of service.</li> </ul>	1 X Week 2 X Week	\$56  (Based on 4 stations @ \$14 per station per visit)  \$56  (Based on 4 stations @ \$14 per station per visit)	\$241  (Based on the weekly rate X 4.3 weeks per month. This keeps the payment the same regardless of 4 or 5 services each month.)
Weekly service includes restocking all liner bags and removal of trash at each can.	1 X Week	N/A  (Based on n/a trash cans @ n/a per can per week)  N/A  (Based on n/a trash can @ n/a per can per week)	N/A
We will walk a specific pattern removing dog waste from property grounds, common areas, dog parks, residential homes and anywhere in between.     Pricing is based on the size of each service area.	N/A	N/A	N/A
		TOTAL	(1X Week) \$241 (2X Week) \$482



*C*.



#### June 6, 2024

Re: Pool Monitor Proposal for St Augustine Lakes CDD located at 924 Arcadian Lakes Blvd, St Augustine, FL

#### **POOLS OPERATIONS-**

ELITE AMENITIES AGREES TO FURNISH UNIFORMED POOL MONITORS TO PERFORM AS OUTLINED IN THE "Description of Staff and Duties" section.

#### **DESCRIPTION OF STAFF & DUTIES:**

>MONITORS ARE TRAINED AND OVERSEE THE POOL DECK AND ADMINISTERING OF THE STATED POOL RULES AND MONITORING REGULATIONS AS PROVIDED BY THE CUSTOMER. CUSTOMER WILL OUTLINE IN WRITING 30 DAYS TO THE PRIOR OF THE POOL OPENING DATE ANY SPECIFIC TRAININGS ON HOW THEY WANT MONITORS AND OR LIFEGUARDS TO ADMINISTER RULES AND ANY SPECIFICS TO THE PROPERTIES POOL THAT STAFF WILL NEED TO PERFORM OR ADMINISTER.

> MONITOR(S) WILL MAINTAIN A LOG OF ALL INCIDENTS AND COMPLETE DAILY CLEANING DUTIES TO INCLUDE STRAIGHTENING ALL DECK FURNITURE, UMBRELLA MANAGEMENT, LIGHT CLEANING OF RESTROOMS, PICKING UP POOL TOYS, LOST AND FOUND ITEMS AND LOCKING UP THE EXIT AT CONCLUSION IF REQUIRED.

> COMPANY REPRESENTS AND WARRANTS IT HAS SPECIFIC KNOWLEDGE OF ALL APPLICABLE LAWS, CODES AND REGULATIONS, WHETHER STATE, COUNTY, MUNICIPALITY OR OTHERWISE, REGARDING THE POOLS OPERATION, AND WILL ENSURE THAT ITS EMPLOYEES, AGENTS AND OTHER PARTIES FOLLOW ALL APPLICABLE LAWS, CODES AND REGULATIONS.

>MONITORS WILL ABIDE BY THE COMPANY'S BEHAVIORAL CONDUCT PROVISIONS AND INFRACTIONS WILL BE DOCUMENTS AND HANDLED BY THE COMPANY BEHAVIORAL PERFORMANCE MANAGEMENT PROCESS AS OUTLINED IN THE EMPLOYEE BEHAVIOR CONTRACT THEY ARE REQUIRED TO SIGN ANNUALLY.

#### **PERSONNEL**:

All Company personnel shall be employed solely by the Company and be employees of the Company.

NO MONITORS SHALL BE ENGAGED BY THE COMPANY AS AN "INDEPENDENT CONTRACTOR" TO FULFILL THE TERMS OF THIS AGREEMENT.

- 1. The Company agrees to pay the following for Company employees including all monitors:
  - a. Wages
  - b. income tax withholdings
  - c. Social security withholdings
  - d. State unemployment insurance
  - e. Federal unemployment insurance
  - f. Workmen's compensation insurance
- 2. The Company will train personnel. Personnel not performing up to the standards of the Company will be placed through the proper behavior and performance management process.
- 3. Pool Monitor Personnel will be trained and able to enforce the stated pool rules and regulations.
- 4. Personnel employed by the Company shall go through the Company's orientation training, onsite training, and ongoing training.
- 5. Monitors shall have the authority to enforce published and posted rules and minimum safety standards with all persons at pool facility, within their best judgment and sole discretion and remove patrons as determined by Company. The customer will provide 30 days prior to the start of the season: directions, including contact names, phone numbers and any other contact information on how infractions are to be handled by staff. The infraction directions will also include how the customer wants the company to handle non-compliant pool occupants during mandatory pool closures.
- 6. Company's supervisory staff will supervise personnel. The customer is not to supervise or manage the Company's staff. Company supervisors will perform random inspections of the Customer's facilities and performance of personnel.
- 7. Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business.

#### **POOLS CLOSURE EVENTS:**

The Company or the Customer shall have the right to close the Facility early in the event of severe weather. Prolonged lightning, thunder and high winds shall constitute severe weather and are a danger to swimmers. Per the National Weather Service Guidelines and the American Red Cross, at the first occurrence of thunder or lightning, the pools(s) at the Facility shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pools shall remain closed until 30 minutes after the last occurrence of thunder or lightning. The deck area shall also be closed for 30 minutes after each occurrence of lightning. Lightning or Thunder regulations will be at the sole decision making of the trained and on staff monitor or lifeguard. Closures for non-severe weather events will not result in any

billing or payment credits. Credits for severe weather events will occur if the pool is to remain closed for a minimum of 3 hours.

#### **INSURANCE/LIABILITY:**

The Company shall maintain and keep in full force the following coverage:

- 1. Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- 2. General and Professional Liability Insurance.

Company agrees to supply copies of certificates of insurance to the Customer verifying the abovementioned insurance coverage upon request.

#### 2024 DATES and TIMES:

July 1st - September 1st	10am-8pm	Daily
--------------------------	----------	-------

September 2nd - September 30th 10am-8pm Weekends only (includes Labor Day)

#### FEE:

Hourly Rate per staff member if total hours are 25 or more per week: \$25.71/hour

Based on the above assumptions with July 4th at 1.5X,

1 Pool Monitor - \$18,639.75

#### 2025 DATES and TIMES:

March 14th - 23rd	10am-8r	om Daily

March 29th - May 18th 10am-8pm Weekends only

May 24th - September 1st 10am-8pm Daily

September 2nd - September 30th 10am-8pm Weekends only (includes Labor Day)

#### FEE:

Hourly Rate per staff member if total hours are 25 or more per week: \$26.48/hour

Based on the above assumptions with July 4th at 1.5x,

1 Pool Monitor - \$35,880.40



### **RESOLUTION 2024-01**

### [FY 2025 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of St. Augustine Lakes Community Development District ("District") prior to June 15, 2024, the proposed budget(s) attached hereto as Exhibit A ("Proposed Budget"); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.
- 2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE & TIME: August 7, 2024 at 11:00 am

LOCATION: Governmental Management Services, LLC

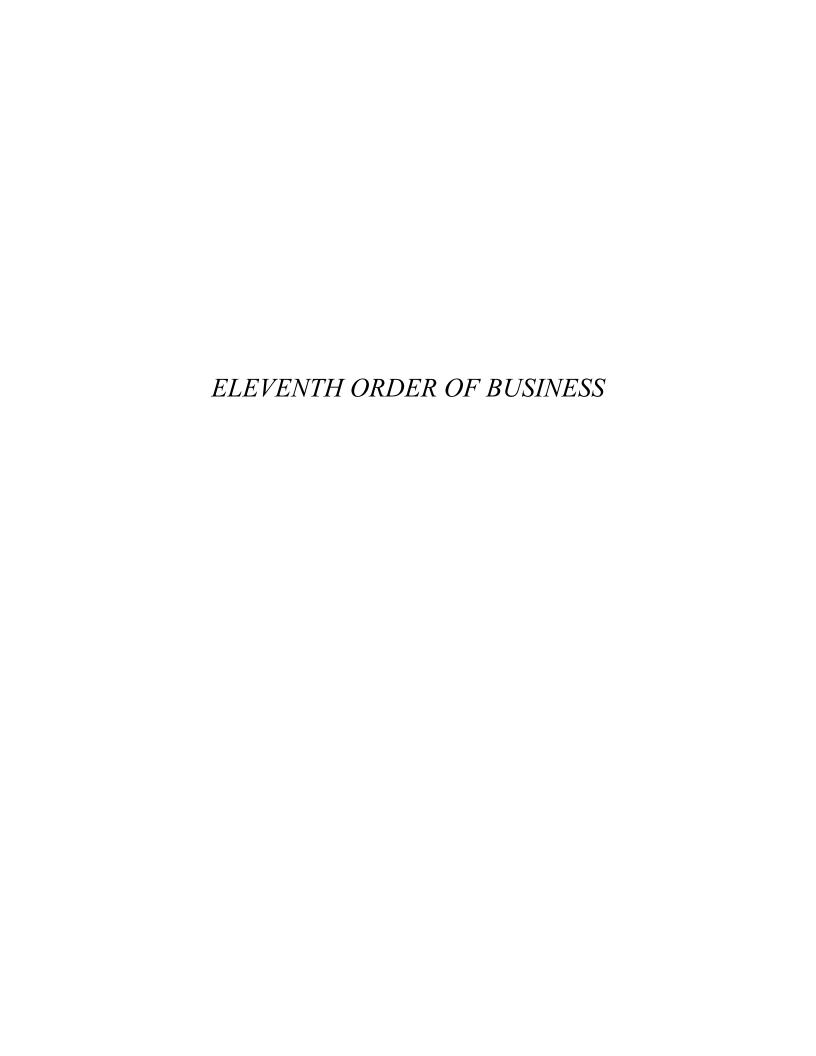
475 West Town Place, Suite 114 St. Augustine, Florida 32092

- 3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*.
- 4. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2024.

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

**Exhibit A:** Proposed Budget



Community Development District

Unaudited Financial Reporting April 30, 2024



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# St. Augustine Lakes Community Development District Combined Balance Sheet April 30, 2024

		C		al t Carrier	C it	-1 D	C	to I Don't and	Totals		
	(	General Fund	D	ebt Service Fund		al Reserve Fund	Сарі	ital Project Fund	Gove	notals rnmental Funds	
		T unu		T unu		una		Tunu	dove	imental ranas	
Assets:											
Cash:											
Operating Account	\$	107,634	\$	-	\$	-	\$	-	\$	107,634	
Accounts Receivable		-		-		-		-		-	
Assessments Receivable		-		-		-		-		-	
Due from General Fund		-		2,582		-		-		2,582	
Investments:											
State Board of Administration (SBA)		251,249		-		-		-		251,249	
Series 2022											
Reserve		-		241,861		-		-		241,861	
Interest		-		238		-		-		238	
Revenue		-		414,641		-		-		414,641	
Construction		-		-		-		14,626		14,626	
Prepaid Expenses		1,000		-		-		-		1,000	
Deposits		417		-		-		-		417	
Total Assets	\$	360,300	\$	659,323	\$	-	\$	14,626	\$	1,034,249	
Liabilities:											
Accounts Payable	\$	-	\$	-	\$	-	\$	-	\$	-	
Accounts FICA Payable		-		-		-		-		-	
Due to Debt Service		265		-		-		-		265	
Total Liabilites	\$	265	\$	-	\$	-	\$	-	\$	265	
Fund Balance:											
Nonspendable:											
Prepaid Items	\$	1,000	\$	-	\$	-	\$	-	\$	1,000	
Deposits		417		-		-		-		417	
Restricted for:											
Debt Service		-		659,323				-		659,323	
Capital Project						-		14,626		14,626	
Assigned for:											
Capital Reserve Fund		-		-		-		-		-	
Capital Reserves		-		-		-		-		-	
Unassigned		358,617		-		-		-		358,617	
Total Fund Balances	\$	360,034	\$	659,323	\$	-	\$	14,626	\$	1,033,984	

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	I	Adopted	Pror	ated Budget		Actual		
		Budget	Thru 04/30/24		Thr	u 04/30/24	7	<sup>7</sup> ariance
Revenues:								
Special Assessments - Tax Roll	\$	123,643	\$	123,643	\$	124,282	\$	640
Special Assessments -Direct		195,581		146,686		146,686		-
Interest Income		-		-		1,249		1,249
Total Revenues	\$	319,224	\$	270,328	\$	272,217	\$	1,888
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	12,000	\$	7,000	\$	3,200	\$	3,800
PR-FICA		918	-	536		245		291
Engineering		9,000		5,250		2,073		3,178
Attorney		18,750		10,938		1,963		8,975
Annual Audit		3,110		-		-		
Assessment Administration		2,500		2,500		2,500		
Arbitrage Rebate		600		450		450		
Dissemination Agent		2,500		1,458		1,458		
Trustee Fees		4,000		4,000		5,250		(1,250
Management Fees		50,085		29,216		29,216		
Information Technology		1,908		1,113		1,113		
Website Maintenance		1,272		742		742		
Telephone		375		219		18		201
Postage & Delivery		750		438		96		341
Insurance General Liability		5,000		5,000		7,009		(2,009
Printing & Binding		1,200		700		116		585
Legal Advertising		3,431		2,001		65		1,936
Other Current Charges		1,200		700		-		700
Office Supplies		450		263		2		261
Dues, Licenses & Subscriptions		175		175		175		-
Total General & Administrative	\$	119,224	\$	72,698	\$	55,690	\$	17,008

### **Community Development District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 04/30/24	Thr	ru 04/30/24	Variance
Grounds Maintenance						
Field Mgmt / Admin	\$ 18,000	\$	10,500	\$	10,500	\$ -
Landscape Maintenance	81,250		47,396		43,095	4,301
Lake Maintenance	12,000		7,000		8,666	(1,666)
Wetland Mitigation	13,000		7,583		-	7,583
Grounds Maintenance	10,000		5,833		-	5,833
Reclaim Water	12,000		7,000		-	7,000
Electric	10,000		5,833		3,308	2,525
Miscellaneous	6,000		3,500		-	3,500
Holiday Decorations	15,000		2,300		2,300	-
Capital Reserve	22,750		-		-	-
Subtotal Grounds Maintenance	\$ 200,000	\$	96,946	\$	67,869	\$ 29,077
Total Operations & Maintenance	\$ 200,000	\$	96,946	\$	67,869	\$ 29,077
Total Expenditures	\$ 319,224	\$	169,644	\$	123,559	\$ 46,085
Excess (Deficiency) of Revenues over Expenditures	\$	\$	100,685	\$	148,658	\$ 47,973
Other Financing Sources/(Uses):						
Transfer In/(Out)	\$ -	\$	-	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$ -	\$	100,685	\$	148,658	\$ 47,973
Fund Balance - Beginning	\$ -			\$	211,377	
Fund Balance - Ending	\$ -			\$	360,034	

### **Community Development District**

### **Debt Service Fund Series 2022**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 04/30/24	Thr	u 04/30/24	V	ariance
Revenues:							
Special Assessments - Tax Roll	\$ 185,930	\$	185,930	\$	187,087	\$	1,157
Special Assessments -Direct Bill	294,110		220,583		220,583		-
Interest Income	6,007		3,504		11,271		7,767
Total Revenues	\$ 486,047	\$	410,017	\$	418,941	\$	8,924
Expenditures:							
Interest -12/15	\$ 190,197	\$	190,197	\$	190,197	\$	-
Interest - 6/15	190,197		-		-		-
Principal - 6/15	100,000		-		-		-
Total Expenditures	\$ 480,394	\$	190,197	\$	190,197	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 5,654	\$	219,820	\$	228,744	\$	8,924
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ -	\$	-	\$	(7,983)	\$	(7,983)
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	(7,983)	\$	(7,983)
Net Change in Fund Balance	\$ 5,654	\$	219,820	\$	220,761	\$	940
Fund Balance - Beginning	\$ 197,008			\$	438,562		
Fund Balance - Ending	\$ 202,661			\$	659,323		_

### **Community Development District**

### **Capital Projects Fund Series 2022**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorate	d Budget		Actual	
	Budget		Thru 04	/30/24	Th	ru 04/30/24	Variance
Revenues							
Interest Income	\$	-	\$	-	\$	116,021	\$ 116,021
Total Revenues	\$	ē	\$	=	\$	116,021	\$ 116,021
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	6,488,461	\$ (6,488,461)
Total Expenditures	\$	-	\$	-	\$	6,488,461	\$ (6,488,461)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	(6,372,440)	\$ (6,372,440)
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	7,983	\$ 7,983
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	7,983	\$ 7,983
Net Change in Fund Balance	\$	-			\$	(6,364,457)	
Fund Balance - Beginning	\$	-			\$	6,379,083	
Fund Balance - Ending	\$	-			\$	14,626	

# Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ - \$	750 \$	113,996 \$	7,821 \$	- \$	1,539 \$	176 \$	- \$	- \$	- \$	- \$	- \$	124,282
Special Assessments -Direct	-	-	97,790	20,982	27,913	-	-	-	-	-	-	-	146,686
Interest Income	-	-	-	-	76	1,173	-	-	-	-	-	-	1,249
Total Revenues	\$ - \$	750 \$	211,786 \$	28,803 \$	27,989 \$	2,712 \$	176 \$	- \$	- \$	- \$	- \$	- \$	272,217
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	1,000 \$	- \$	800 \$	- \$	600 \$	800 \$	- \$	- \$	- \$	- \$	- \$	3,200
PR-FICA	-	77	-	61	-	46	61	-	-	-	-	-	245
Engineering	-	513	615	310	635	-	-	-	-	-	-	-	2,073
Attorney	209	764	433	373	185	-	-	-	-	-	-	-	1,963
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	2,500	-	-	-	-	-	-	-	-	-	-	-	2,500
Arbitrage Rebate	-	-	-	450	-	-	-	-	-	-	-	-	450
Dissemination Agent	208	208	208	208	208	208	208	-	-	-	-	-	1,458
Trustee Fees	-	-	5,250	-	-	-	-	-	-	-	-	-	5,250
Management Fees	4,174	4,174	4,174	4,174	4,174	4,174	4,174	-	-	-	-	-	29,216
Information Technology	159	159	159	159	159	159	159	-	-	-	-	-	1,113
Website Maintenance	106	106	106	106	106	106	106	-	-	-	-	-	742
Telephone	5	4	-	6	-	4	-	-	-	-	-	-	18
Postage & Delivery	24	30	2	3	4	4	29	-	-	-	-	-	96
Insurance General Liability	7,009	-	-	-	-	-	-	-	-	-	-	-	7,009
Printing & Binding	17	24	5	3	29	27	10	-	-	-	-	-	116
Legal Advertising	-	-	-	-	65	-	-	-	-	-	-	-	65
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	0	0	0	0	0	0	0	-	-	-	-	-	2
Dues, Licenses & Subscriptions	175	-	-	-		-		-	-	-	-	-	175
Total General & Administrative	\$ 14,585 \$	7,058 \$	10,952 \$	6,653 \$	5,566 \$	5,329 \$	5,548 \$	- \$	- \$	- \$	- \$	- \$	55,690

# St. Augustine Lakes Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Grounds Maintenance													
Field Mgmt / Admin	\$ 1,500 \$	1,500 \$	1,500 \$	1,500 \$	1,500 \$	1,500 \$	1,500 \$	- \$	- \$	- \$	- \$	- \$	10,500
Landscape Maintenance	5,938	5,938	5,938	5,938	7,470	5,938	5,938	-	-	-	-	-	43,095
Lake Maintenance	1,238	1,238	1,238	1,238	1,238	1,238	1,238	-	-	-	-	-	8,666
Wetland Mitigation	-	-	-	-	-	-	-	-	-	-	-	-	-
Grounds Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Reclaim Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	203	2,100	166	177	184	218	261	-	-	-	-	-	3,308
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decorations	-	-	2,300	-	-	-	-	-	-	-	-	-	2,300
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Grounds Maintenance	\$ 8,878 \$	10,776 \$	11,141 \$	8,852 \$	10,392 \$	8,893 \$	8,937 \$	- \$	- \$	- \$	- \$	- \$	67,869
Total Operations & Maintenance	\$ 8,878 \$	10,776 \$	11,141 \$	8,852 \$	10,392 \$	8,893 \$	8,937 \$	- \$	- \$	- \$	- \$	- \$	67,869
Total Expenditures	\$ 23,463 \$	17,833 \$	22,093 \$	15,505 \$	15,958 \$	14,222 \$	14,484 \$	- \$	- \$	- \$	- \$	- \$	123,559
Excess (Deficiency) of Revenues over Expenditures	\$ (23,463) \$	(17,083) \$	189,693 \$	13,298 \$	12,031 \$	(11,510) \$	(14,308) \$	- \$	- \$	- \$	- \$	- \$	148,658
Other Financing Sources/Uses:													
Transfer In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$ (23,463) \$	(17,083) \$	189,693 \$	13,298 \$	12,031 \$	(11,510) \$	(14,308) \$	- \$	- \$	- \$	- \$	- \$	148,658

# St. Augustine Lakes Community Development District Long Term Debt Report

Series 2022, Special Assessment Revenue Refunding B	onds
Interest Rate:	4.7-5.5%
Maturity Date:	6/15/2053
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement:	\$240,020
Reserve Fund Balance	241,861
Bonds Outstanding -	\$7,070,000
Current Bonds Outstanding	\$7,070,000

### ST AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2024 Assessments Receipts Summary

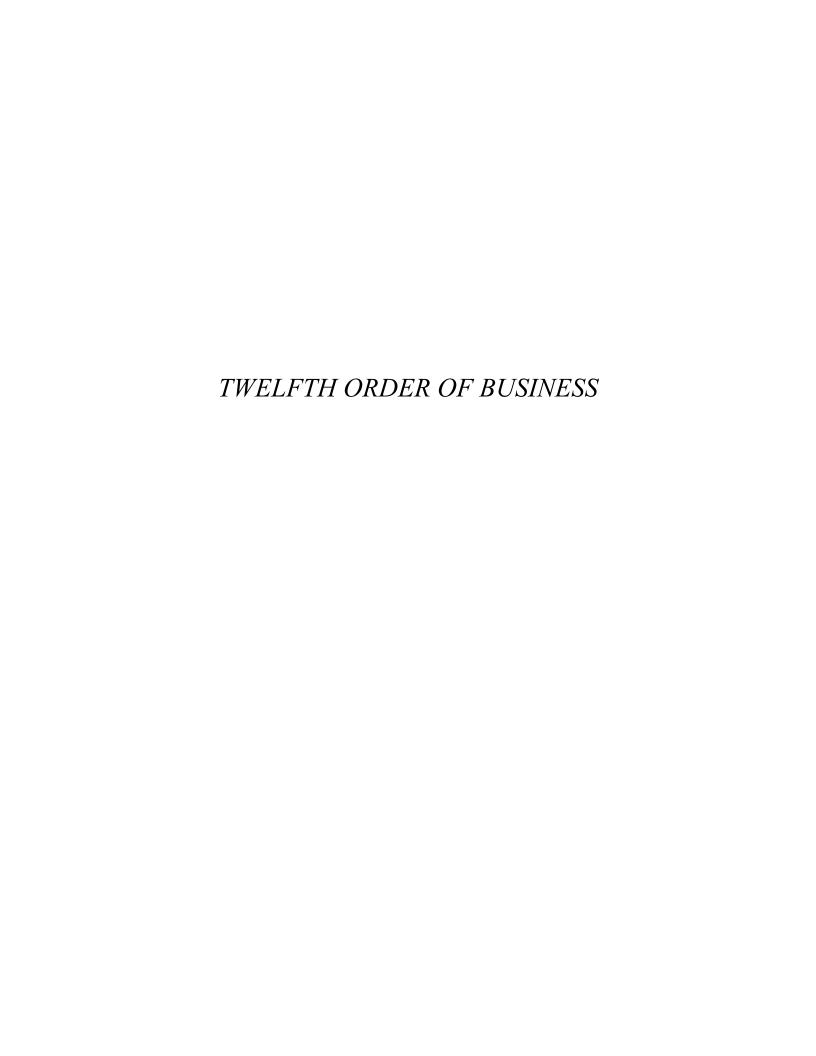
ASSESSED	# O&M UNITS ASSESSED	SERIES 2022 DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
LENNAR	149	167,902.14	111,653.46	279,555.60
AG ESSENTIAL	112	126,208.32	83,927.44	210,135.76
TOTAL DIRECT INVOICES (1)	261	294,110.46	195,580.90	489,691.36
ASSESSED REVENUE TAX ROLL	165	186,120.00	123,639.52	309,759.52
TOTAL NET ASSESSMENTS	426	480,230.46	319,220.42	799,450.88

DUE/RECEIVED	BALANCE DUE	SERIES 2022 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
LENNAR	69,888.89	125,926.61	83,740.10	209,666.71
AG ESSENTIAL	52,533.94	94,656.24	62,945.58	157,601.82
TOTAL DIRECT INVOICES (1) (2)	122,422.83	220,582.85	146,685.68	367,268.53
ASSESSED REVENUE TAX ROLL	(1,610.07)	187,087.42	124,282.17	311,369.59
TOTAL NET ASSESSMENTS	120,812.76	407,670.27	270,967.85	678,638.12

(1) Assessments for bulk lands are due: 35% due 12/1/23, 2/1/24 and 30% due 5/1/24

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2022 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/3/2023	-	-	=
2	11/17/2023	-	-	
3	11/23/2023	1,128.96	749.97	1,878.9
4	12/14/2023	2,257.93	1,499.94	3,757.8
5	12/21/2023	169,344.56	112,495.60	281,840.1
6	01/9/2024	11,289.64	7,499.70	18,789.3
INTEREST	01/11/2024	484.24	321.68	805.9
7	02/12/2024	0.00	0.00	0.0
8	03/20/2024	2,316.72	1538.99	3,855.7
INTEREST 2	04/11/2024	265.37	176.29	441.0
OTAL RECEIVED TAX ROLL		187,087.42	124,282.17	311,369.59

PERCENT COLLECTED	2022	O&M	TOTAL
% COLLECTED DIRECT BILL	75.00%	75.00%	75.00%
% COLLECTED TAX ROLL	100.52%	100.52%	100.52%
TOTAL PERCENT COLLECTED	84.89%	84.88%	84.89%



## COMMUNITY DEVELOPMENT DISTRICT

## Fiscal Year 2024

# Check Register

Date	check#'s	Amount	
4/5/24	123-126	\$	12,120.19
4/29/24	127-128		1,873.00
	SUBTOTAL	\$	13,993.19
Date	Autopays		Amount
Date	Autopays		Amount
<i>Date</i> 04/05/24	Autopays  IRS FICA PAYMENT	\$	Amount 122.40
		\$	
04/05/24	IRS FICA PAYMENT	\$	122.40
04/05/24	IRS FICA PAYMENT	\$ <b>\$</b>	122.40
04/05/24	IRS FICA PAYMENT FPL		122.40 261.11

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/04/24 P *** CHECK DATES 04/01/2024 - 04/30/2024 *** ST AUGUSTINE LAKES - GENERAL BANK A ST AUGUSTINE LAKES	
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS AMOUNTCHE DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT	
4/05/24 00004 4/01/24 32 202404 310-51300-31300 * 208.33	
APR. DISSEMINATION SRVCS 4/01/24 32 202404 310-51300-35100 * 159.00	
APR. INFORMATION TECH 4/01/24 32	
4/01/24 32 202404 310-51300-35300 * 106.00	
APR. WEBSITE ADMIN. 4/01/24 32	
4/01/24 32 202404 310-51300-42000 * 28.75	
POSTAGE 4/01/24 32 202404 310-51300-42500 * 10.35 COPIES	
GOVERNMENTAL MANAGEMENT SRVCS LLC 4,686.45	000123
4/05/24 00014 4/04/24 1881103 202404 320-57200-46400 * 1,238.00	
THE LAKE DOCTORS INC 1,238.00	000124
APR LAKE MAINTENANCE  THE LAKE DOCTORS INC  1,238.00  4/05/24 00010 4/01/24 418491 202404 320-57200-34000 * 1,500.00  APRIL MANAGEMENT SERVICES	
VESTA PROPERTY SERVICES INC 1,500.00	000125
4/05/24 00012 4/01/24 STAUG674 202404 320-57200-46200 * 5,937.50	
YELLOWSTONE LANDSCAPE-SOUTHEAST LLC 5,937.50	000126
4/29/24 00006 4/23/24 3381680 202402 310-51300-31500 * 185.00	
FEB GENERAL COUNSEL  KUTAK ROCK LLP  185.00	000127
KUTAK ROCK LLP 185.00 4/29/24 00019 4/24/24 04242024 202404 300-20700-10300 * 2,316.72 3/20/24 TAX DISTRICT 8	
ST AUGUSTINE LAKES CDD C/O BANK 2,316.72	000128

SAUG ST AUGUSTINE L BPEREGRINO

TOTAL FOR BANK A

TOTAL FOR REGISTER

15,863.67

15,863.67

## Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 32 Invoice Date: 4/1/24

Due Date: 4/1/24

Case: P.O. Number:

### Bill To:

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

Description	Hours/Qty	Rate	Amount
Dissemination Agent Services - April 2024 Information Technology - April 2024 Management Fees - April 2024		208.33 159.00 4,173.75	159.00
Website Administration - April 2024 Office Supplies Postage Copies		106.00 0.27 28.75 10.35	0.27 28.75
	**************************************	THE PROPERTY OF THE PROPERTY O	
			:

Total	\$4,686.45	
Payments/Credits	\$0.00	
Balance Due	\$4,686.45	

### MAKE CHECK PAYABLE TO:



Post Office Box 20122 Tampa, FL 33622-0122 (904) 262-5500

St. Augustine Lakes

Invoice Due Date 4/2/2024

ADDRESSEE		
***************************************	Di di filifada e hali de la come de displacte abanco an reversor aldo	

St Augustine Lakes CDD Bernadette Peregrino 475 West Town Place Suite 114 St Augustine, FL 32092

00000007309084001000000017258700000012380004

PLEASE FILL OU	T BELOW IF PAYING BY CREDIT CARD
VISA HOND FOR	
CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT FAID

ACCOUNT NUMBER	DATE	BALANCE
730908	4/3/2024	\$1,238.00

The Lake Doctors Post Office Box 20122 Tampa, FL 33622-0122

Please Return this invoice with your payment and notify us of any changes to your contact information.

Arcadian Lakes Blvd St Augustine, FL 32092 1881103 **Invoice** 

Quantity Total Invoice Date Description Amount Tax \$0.00 \$1238.00 \$1238.00 4/2/2024 Water Management - Monthly

1A pond 1 - Treated for minimal shoreline weeds

1A pond 2 - Treated for minimal shoreline weeds

1A pond 3 - Treated for minimal shoreline weeds

1A pond 4 - Treated for minimal shoreline weeds and minimal algae

1A pond 5 - Treated for shoreline weeds

1B pond 7 - Treated for shoreline weeds

1C pond 8 - Treated for shoreline weeds and algae

1C pond 9 - Treated for shoreline weeds and minimal algae

2B pond 10 - Treated for shoreline weeds

2B pond 11- Treated for shoreline weeds

Please allow 1-2 weeks for results

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices. Credits

\$0.00

Adjustment

\$0.00

AMOUNT DUE

Total Account Balance including this invoice:

\$1238.00

**This Invoice Total:** 

\$1238.00

Click the "Pay Now" link to submit payment by ACH

Customer #: 730908 **Corporate Address** 

D42AF402 Portal Registration #: Customer E-mail(s): bperegrino@gmsnf.com,ar@lakedoctors.com 4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256

www.lakedoctors.com/contact-us/ **Customer Portal Link:** 

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information



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

### Invoice

Invoice # Date 418491 04/01/2024

Terms

Due on receipt

**Due Date** 

04/01/2024

Memo

WGV - Field Managem...

### Bill To

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

Description	(eliter) (fly)	Rate	Athreliti
Field Management	1	1,500.00	1,500.00
			20000000000000000000000000000000000000

Total

1,500.00



### Bill To:

St. Augustine Lakes CDD c/o St. Augustine Lakes CDD 51 Old Bull Bay Ct St Augustine, FL 32084

Property Name: St. Augustine Lakes CDD

Address: 51 Old Bull Bay Ct

St. Augustine, FL 32084

### INVOICE

INVOICE#	INVOICE DATE
STAUG 674200	4/1/2024
TERMS	PO NUMBER
Net 30	

### Remit To:

Yellowstone Landscape PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: May 1, 2024

Invoice Amount: \$5,937.50

Description		Current Amount
Monthly Landscape Maintenance	April 2024	\$5,937.50

Invoice Total \$5,937.50

IN COMMERCIAL LANDSCAPING

### KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

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

Federal ID 47-0597598

April 23, 2024

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



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

Invoice No. 3381680

25223-1

Re: Gener	al Counsel						
For Professional Legal Services Rendered							
02/04/24	G. Lovett	0.50	125.00	Monitor legislative process relating to matters impacting special districts			
02/23/24	W. Haber	0.20	60.00	Review agenda for March meeting			
TOTAL HOURS		0.70					
TOTAL FOR SERVICES RENDERED				\$185.00			
TOTAL CUF	RENT AMOUNT	<u>\$185.00</u>					

# ST AUGUSTINE LAKES CDD COMMUNITY DEVELOPMENT DISTRICT

### General Fund

### **Check Request**

Date	Amount		Authorized By				
April 24, 2024	\$2,316.72		Sheryl Fulks				
	1						
Payable to:							
Payable to:							
St Augustine Lakes CDD C/O Bank of New York Mellon DS 2022 #19							
Date Check Needed:	Budget Category	/:					
ASAP	1.300.20700.103	300					
	Intended Use of Funds Requested	•					
2 /2 2 /2 /	CD L TZ TO TO CD O	Φ.	2.217.72				
3/20/24	TAX DIST 8	\$	2,316.72				
		\$	2,316.72				
		<u> </u>	-33-12				

(Attach supporting documentation for request. Overnight via Fedex with deposit letter from Accoutant)

### ST AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2024 Assessments Receipts Summary

ASSESSED	# O&M UNTIS ASSESSED	SERIES 2022 DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
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A G ESSENTIA L	112	126,208.32	83,927.44	210,135.76
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LENNAR	69,888.89	125,926.61	83,740.10	209,666.71
AG ESSENTIAL	52,533.94	94,656.24	62,945.58	157,601.82
TOTAL DIRECT INVOICES (1) (2)	122,422.83	220,582.85	146,685.68	367,268.53
ASSESSED REVENUE TAX ROLL	(1,168.41)	186,822.04	124,105.89	310,927.93
TOTAL NET ASSESSMENTS	121,254,42	407,404.89	270,791.57	678,196.46

(1) Assessments for bulk lands are due: 35% due 12/1/23, 2/1/24 and 30% due 5/1/24

TOTAL RECEIVED TAX ROLL

ST JOHNS COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2022 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/3/2023	-	-	-
2	11/17/2023	-	-	
3	11/23/2023	1,128.96	749.97	1,878.93
4	12/14/2023	2,257.93	1,499.94	3,757.87
5	12/21/2023	169,344.56	112,495.60	281,840.16
6	01/9/2024	11,289.64	7,499.70	18,789.34
INTEREST	01/11/2024	484.24	321.68	805,97
7	02/12/2024	0.00	00,0	0.00
8	03/20/2024	2,316.72	1538.99	3,855.7

PERCENT COLLECTED	2022	0&M	TOTAL
% COLLECTED DIRECT BILL	75.00%	75.00%	75.00%
% COLLECTED TAX ROLL	100.38%	100,38%	100.38%
TOTAL PERCENT COLLECTED	84.84%	84.83%	84.83%

186,822.04

124,105.89

310,927.93