

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**April 18, 2024**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Preserve at Savannah Lakes Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 11, 2024

### **ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

Board of Supervisors

Preserve at Savannah Lakes Community Development District

Dear Board Members:

The Board of Supervisors of the Preserve at Savannah Lakes Community Development District will hold a Regular Meeting on April 18, 2024 at 11:15 a.m., or as soon thereafter as the matter may be heard, at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-04, Ratifying, Confirming, and Approving the Sale of the Preserve at Savannah Lakes Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing An Effective Date
4. Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2024-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
6. Consideration of Atmos Living Management Group Facilities Management Agreement
7. Acceptance of Unaudited Financial Statements as of February 29, 2024
8. Approval of February 15, 2024 Regular Meeting Minutes

9. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Culpepper & Terpening, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: May 16, 2024, immediately following Solaeris CDD Meeting at 11:15 AM

○ QUORUM CHECK

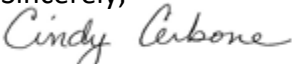
SEAT 1	JON SEIFEL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	MICHAEL CAPUTO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	TIMOTHY SMITH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	WILLIAM FIFE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	JUSTIN FRYE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

10. Board Members' Comment/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,  
  
 Cindy Carbone  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 867 327 4756**

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Preserve at Savannah Lakes Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2024 (Assessment Area One), in the par amount of \$4,475,000 (“Series 2024 Bonds”); and

**WHEREAS**, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2024 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

**WHEREAS**, the District closed on the sale of the Series 2024 Bonds on February 22, 2024; and

**WHEREAS**, as prerequisites to the issuance of the Series 2024 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The sale, issuance, and closing of the Series 2024 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2024 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2023-05 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2023-06 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2023-05 and 2023-06 on file with the District Manager and as included in the transcript for the Series 2024 Bonds are hereby determined to be in final form.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18th day of April, 2024.

ATTEST:

**PRESERVE AT SAVANNAH LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**4**



**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Preserve at Savannah Lakes Community Development District (“**District**”), prior to June 15, 2024, the proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The operating budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 2.** The public hearing on the approved budget is hereby declared and set for the following date, hour, and location:

**DATE:** \_\_\_\_\_  
**HOUR:** 11:15 a.m.  
**LOCATION:** Verano Social Clubhouse  
10291 SW Visconti Way  
Port St. Lucie, Florida 34986

**SECTION 3.** The District Manager is hereby directed to submit a copy of the proposed budgets to St. Lucie County at least sixty (60) days prior to the hearings set above.

**SECTION 4.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

**SECTION 5.** Notice of the public hearing shall be published in the manner prescribed in Florida law.

**SECTION 6.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 18th day of April, 2024.

ATTEST:

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2024/2025 Budget

**Exhibit A**

Fiscal Year 2024/2025 Budget

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2025**

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
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**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 02/29/2024	Projected through 9/30/2024		
<b>REVENUES</b>					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 552,190
Landowner contribution	430,333	22,404	409,413	431,817	-
Total revenues	<u>430,333</u>	<u>22,404</u>	<u>409,413</u>	<u>431,817</u>	<u>552,190</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	1,625	23,375	25,000	25,000
Engineering	5,000	1,039	3,961	5,000	5,000
Audit	4,075	-	4,075	4,075	4,075
Arbitrage rebate calculation*	750	-	750	750	1,500
Dissemination agent*	1,000	83	917	1,000	2,000
EMMA software service**	-	-	-	-	3,500
Trustee**	5,500	-	5,500	5,500	11,000
DSF accounting	-	-	-	-	5,500
Telephone	200	67	133	200	200
Postage	500	18	482	500	500
Printing & binding	500	167	333	500	500
Legal advertising	2,000	157	1,843	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,050	8,504	-	8,504	5,800
Contingencies/bank charges	500	4	496	500	500
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	-	210	210	210
Total professional & administrative	<u>100,165</u>	<u>31,839</u>	<u>70,780</u>	<u>102,619</u>	<u>116,165</u>

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 02/29/2024	Projected through 9/30/2024		
<b>Field operations</b>					
Field operations management	14,400	-	14,400	14,400	14,400
Field operations accounting	3,500	-	3,500	3,500	4,500
Amenity center	-	-	-	-	40,000
Property insurance	-	-	-	-	25,000
Flood insurance	-	-	-	-	5,000
Pump maintenance	-	-	-	-	8,000
Irrigation electricity	-	-	-	-	5,000
Wet ponds	3,400	-	3,400	3,400	3,400
Wetland maintenance	7,800	-	7,800	7,800	7,800
Dry retention mowing	22,325	-	22,325	22,325	22,325
Upland preserve maintenance	4,000	-	4,000	4,000	4,000
Nature trails maintenance	10,000	-	10,000	10,000	10,000
Streetlighting	51,390	-	51,390	51,390	66,600
Irrigation supply-wells	40,000	-	40,000	40,000	40,000
Main entry feature maintenance	10,000	-	10,000	10,000	10,000
Main entry feature electricity	20,000	-	20,000	20,000	20,000
Landscape inspection	18,000	-	18,000	18,000	18,000
Landscape & tree maintenance	83,853	-	83,853	83,853	96,000
Plant replacement	5,000	-	5,000	5,000	5,000
Irrigation repairs	1,500	-	1,500	1,500	6,000
Street tree-arbor care	10,000	-	10,000	10,000	10,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Contingencies	20,000	-	20,000	20,000	10,000
Total field operations	<u>330,168</u>	<u>-</u>	<u>330,168</u>	<u>330,168</u>	<u>436,025</u>
Total expenditures	<u>430,333</u>	<u>31,839</u>	<u>400,948</u>	<u>432,787</u>	<u>552,190</u>
Net increase/(decrease) of fund balance	-	(9,435)	8,465	(970)	-
Fund balance - beginning (unaudited)	-	970	(8,465)	970	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (8,465)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,075
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are The District must annually disseminate financial information in order to comply with the</p>	
Dissemination agent	2,000
EMMA software service	3,500
Trustee	11,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
DSF accounting	5,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,800
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
<p>Hosting &amp; maintenance</p>	
	705
<p>ADA compliance</p>	
	210
<b>Total professional &amp; administrative</b>	<b>116,165</b>



**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

<b>Field operations</b>	
Field operations management	14,400
Field operations accounting	4,500
Amenity center	40,000
Property insurance	25,000
Flood insurance	5,000
Pump maintenance	8,000
Irrigation electricity	5,000
Wet ponds	3,400
Wetland maintenance	7,800
Dry retention mowing	22,325
Upland preserve maintenance	4,000
<b>EXPENDITURES (continued)</b>	
Nature trails maintenance	10,000
Streetlighting	66,600
Irrigation supply-wells	40,000
Main entry feature maintenance	10,000
Main entry feature electricity	20,000
Landscape inspection	18,000
Landscape & tree maintenance	96,000
Plant replacement	5,000
Irrigation repairs	6,000
Street tree-arbor care	10,000
Roadway maintenance	5,000
Contingencies	10,000
<b>Total field operations</b>	<u>436,025</u>
<b>Total expenditures</b>	<u><u>\$552,190</u></u>

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Revenue & Expenditures	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual Through 2/29/2024	Projected Through 9/30/2024		
<b>REVENUES</b>					
Assessment levy: off-roll	\$ -	\$ -	\$ 123,294	\$ 123,294	\$ 310,676
Total revenues	-	-	123,294	123,294	310,676
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	65,000
Interest	-	-	47,263	47,263	246,588
Costs of issuance	-	189,218	-	189,218	-
Underwriter's discount	-	89,500	-	89,500	-
Total expenditures	-	278,718	47,263	325,981	311,588
Excess/(deficiency) of revenues over/(under) expenditures	-	(278,718)	76,031	(202,687)	(912)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	640,605	-	640,605	-
Original issue discount	-	(6,918)	-	(6,918)	-
Transfers in	-	11,367	-	11,367	-
Total other financing sources/(uses)	-	645,054	-	645,054	-
Fund balance:					
Net increase/(decrease) in fund balance	-	366,336	76,031	442,367	(912)
Beginning fund balance (unaudited)	-	(8,398)	357,938	(8,398)	433,969
Ending fund balance (projected)	\$ -	\$357,938	\$ 433,969	\$ 433,969	433,057
Use of fund balance:					
Debt service reserve account balance (required)					(310,675)
Interest expense - November 1, 2025					(121,799)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 583</u>

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/24			123,293.75	123,293.75	4,475,000.00
05/01/25	65,000.00	4.600%	123,293.75	188,293.75	4,410,000.00
11/01/25			121,798.75	121,798.75	4,410,000.00
05/01/26	65,000.00	4.600%	121,798.75	186,798.75	4,345,000.00
11/01/26			120,303.75	120,303.75	4,345,000.00
05/01/27	70,000.00	4.600%	120,303.75	190,303.75	4,275,000.00
11/01/27			118,693.75	118,693.75	4,275,000.00
05/01/28	70,000.00	4.600%	118,693.75	188,693.75	4,205,000.00
11/01/28			117,083.75	117,083.75	4,205,000.00
05/01/29	75,000.00	4.600%	117,083.75	192,083.75	4,130,000.00
11/01/29			115,358.75	115,358.75	4,130,000.00
05/01/30	80,000.00	4.600%	115,358.75	195,358.75	4,050,000.00
11/01/30			113,518.75	113,518.75	4,050,000.00
05/01/31	85,000.00	4.600%	113,518.75	198,518.75	3,965,000.00
11/01/31			111,563.75	111,563.75	3,965,000.00
05/01/32	90,000.00	5.450%	111,563.75	201,563.75	3,875,000.00
11/01/32			109,111.25	109,111.25	3,875,000.00
05/01/33	90,000.00	5.450%	109,111.25	199,111.25	3,785,000.00
11/01/33			106,658.75	106,658.75	3,785,000.00
05/01/34	100,000.00	5.450%	106,658.75	206,658.75	3,685,000.00
11/01/34			103,933.75	103,933.75	3,685,000.00
05/01/35	105,000.00	5.450%	103,933.75	208,933.75	3,580,000.00
11/01/35			101,072.50	101,072.50	3,580,000.00
05/01/36	110,000.00	5.450%	101,072.50	211,072.50	3,470,000.00
11/01/36			98,075.00	98,075.00	3,470,000.00
05/01/37	115,000.00	5.450%	98,075.00	213,075.00	3,355,000.00
11/01/37			94,941.25	94,941.25	3,355,000.00
05/01/38	120,000.00	5.450%	94,941.25	214,941.25	3,235,000.00
11/01/38			91,671.25	91,671.25	3,235,000.00
05/01/39	130,000.00	5.450%	91,671.25	221,671.25	3,105,000.00
11/01/39			88,128.75	88,128.75	3,105,000.00
05/01/40	135,000.00	5.450%	88,128.75	223,128.75	2,970,000.00
11/01/40			84,450.00	84,450.00	2,970,000.00
05/01/41	145,000.00	5.450%	84,450.00	229,450.00	2,825,000.00
11/01/41			80,498.75	80,498.75	2,825,000.00
05/01/42	150,000.00	5.450%	80,498.75	230,498.75	2,675,000.00
11/01/42			76,411.25	76,411.25	2,675,000.00
05/01/43	160,000.00	5.450%	76,411.25	236,411.25	2,515,000.00
11/01/43			72,051.25	72,051.25	2,515,000.00
05/01/44	170,000.00	5.450%	72,051.25	242,051.25	2,345,000.00
11/01/44			67,418.75	67,418.75	2,345,000.00
05/01/45	180,000.00	5.750%	67,418.75	247,418.75	2,165,000.00
11/01/45			62,243.75	62,243.75	2,165,000.00
05/01/46	190,000.00	5.750%	62,243.75	252,243.75	1,975,000.00
11/01/46			56,781.25	56,781.25	1,975,000.00
05/01/47	200,000.00	5.750%	56,781.25	256,781.25	1,775,000.00
11/01/47			51,031.25	51,031.25	1,775,000.00
05/01/48	210,000.00	5.750%	51,031.25	261,031.25	1,565,000.00

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/48			44,993.75	44,993.75	1,565,000.00
05/01/49	225,000.00	5.750%	44,993.75	269,993.75	1,340,000.00
11/01/49			38,525.00	38,525.00	1,340,000.00
05/01/50	240,000.00	5.750%	38,525.00	278,525.00	1,100,000.00
11/01/50			31,625.00	31,625.00	1,100,000.00
05/01/51	250,000.00	5.750%	31,625.00	281,625.00	850,000.00
11/01/51			24,437.50	24,437.50	850,000.00
05/01/52	265,000.00	5.750%	24,437.50	289,437.50	585,000.00
11/01/52			16,818.75	16,818.75	585,000.00
05/01/53	285,000.00	5.750%	16,818.75	301,818.75	300,000.00
11/01/53			8,625.00	8,625.00	300,000.00
05/01/54	300,000.00	5.750%	8,625.00	308,625.00	-
<b>Total</b>	<b>4,475,000.00</b>		<b>4,902,237.50</b>	<b>9,377,237.50</b>	

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND AND DEBT SERVICE FUND  
ASSESSMENT SUMMARY  
FISCAL YEAR 2025**

<b>Off-Roll Assessments</b>
-----------------------------

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
203	TH	\$ 1,627.30	\$ 999.60	\$ 2,626.90	n/a
98	Duplex Villa	1,627.30	1,099.56	2,726.86	n/a
301					
349	Residential Units	178.72	-	178.72	n/a

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Preserve at Savannah Lakes Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18th day of April, 2024.

ATTEST:

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

<b>PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 17, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>November 5, 2024</b>	<b>Landowners' Meeting</b>	<b>10:05 AM</b>
<b>November 21, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>December 19, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>January 16, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>February 20, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>March 20, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>April 17, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>May 15, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>June __, 2025**</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>July 17, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>August 21, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>September 18, 2025</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<i>*Meetings will commence at 11:15 a.m., or immediately following the adjournment of the Solaeris Community Development District meeting</i>		

**\*\*Exception**

*The June meeting is on the Juneteenth holiday.*



**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

## FACILITIES MANAGEMENT AGREEMENT

**THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”)** is made and entered into this 18th day of April, 2024 by and between:

**PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**ATMOS LIVING MANAGEMENT GROUP**, a Florida limited liability company, and whose mailing address is c/o 4327 S Highway 27, Suite 408, Clermont, Florida 34711 (“**Contractor**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, Improvements and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, Improvements and infrastructure (“**Improvements**”) located within the District; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

**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:

**1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**2. SERVICES.** The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties,

the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

**3. TERM.** The Services as provided in this Agreement shall commence upon October 1, 2024, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

**4. FEES AND EXPENSES; PAYMENT TERMS.**

**a. FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B**, the District agrees to pay Contractor in an amount equal to all Contractor’s costs directly related to the personnel of the Contractor providing the services at the amenity Improvements including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B**.

iii. To the extent expressly included in **Exhibit B**, and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Contractor for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B**.

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the

District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Contractor's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Contractor's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

**b. PAYMENT TERMS.**

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Contractor's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iv. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

**5. PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

**6. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**7. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**8. TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**9. INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- c. Indemnification obligations under this Agreement 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.

**10. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

**11. INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each

insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to secure or maintain 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.

**12. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Cindy Cerbone ("**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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT [CERBONEC@WHHASSOCIATES.COM](mailto:CERBONEC@WHHASSOCIATES.COM), OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**13. 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 at the addresses first set forth above. 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, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**14. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

**15. ASSIGNMENT.** Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

**16. CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

**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. MERGER PROVISION.** This instrument, together with its exhibits, 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 of any conflict between this instrument and the exhibits, this instrument shall control.

**19. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Contractor 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.

**20. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

**21. 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, express 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.

**22. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

**23. 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**24. 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.

**25. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

**26. FACILITY REVENUE.** The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

**27. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

**28. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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 448.09(1), *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.

**29. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**30. NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

**31. EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

*(Remainder of this page is left blank intentionally)*

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**ATMOS LIVING MANAGEMENT GROUP**

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

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

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

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – HOA Addendum
- Exhibit D** – Form of Monthly Report
- Exhibit E** – Insurance Certificate & Endorsements

**EXHIBIT A**  
Scope of Services

The Contractor shall provide the Services, and personnel, identified below with an "X" and described on the following pages:

- X   - *Field Operations*
- - *Clubhouse Manager*
- - *Clubhouse Attendant*
- - *Maintenance Personnel*
- - *Event Coordinator*
- - *Seasonal Pool Attendants*

The compensation and expected working hours for the Services and positions are as set forth in **Exhibit B**.

X   (Place "X" if applicable) - **FIELD OPERATIONS SERVICES**

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, included by not limited to the following:

- Roadways
- Stormwater Management System
- Hardscape/Landscape/Irrigation
- Recreational Amenities
- Environmental Conservation/Mitigation

The field operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements (bi-weekly for all landscaping and irrigation Improvements, monthly inspections for all conservation areas and stormwater ponds and Improvements, and yearly inspections for all other Improvements)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Improvements
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Improvements

\_\_\_\_\_ **(Place "X" if applicable) – CLUBHOUSE MANAGER**

The Contractor shall provide a "**Clubhouse Manager**," who will be the onsite representative of the Contractor and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, and staffing private event rentals if staff is required, as well as for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed. The Clubhouse Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Improvements, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Improvements.

Specific duties of the Clubhouse Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment
3. Ensure an immaculate overall appearance of the Improvements
4. Inspect District property and Improvements and report any problems to the appropriate vendor
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Improvements
7. Upon request, attend meetings in person or via phone to provide any updates or address concerns
8. Attend and participate in District Board of Supervisor Meetings
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have
10. Managing the recruiting, hiring, training, oversight, and evaluation of personnel
11. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency
12. Proactively mitigate and manage risk and impact of management and staff turnover
13. Work with assigned contractors to ensure quality service is provided to the community
14. Perform periodic/quarterly performance assessments of contractors who provide work relating to the Improvements and operation thereof
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the clubhouse and other Improvements
16. Development of standard operation policies and procedures
17. Full knowledge/awareness of all rules and regulations of the amenities
18. Responsible for enforcing the District Policies and Rules

19. Issue and activate access cards for residents and update security system as needed
20. Monitor the card system
21. Monitor guest and visitor policies and enforce District Policies and Rules
22. Process access card purchase requests
  
23. Maintain log of all transactions and submit a monthly report to the District Manager
24. Handle all resident requests, inquiries, and complaints regarding the Improvements and related operations
25. Handle after-hours emergency calls
26. Prepare any incident or accident reports and forward to the District Manager
27. The Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns
  
28. Make regular updates to database and website as they relate to the Improvements and related operations
29. Inform residents of general information, meetings, and community updates
30. Oversee and prepare community newsletter
  
31. Submit a weekly report to the District Manager
32. Submit a monthly Operations Manager report to the District Manager. Include:
  - a. Maintenance actions
  - b. Administrative actions
  - c. Incidents and issues
  - d. Resident Payment Log
  - e. Recommendations
  
33. Purchase (via Contractor supplied debit card) supplies, consumables, and other items as approved by the District Manager, and timely review and monthly submission of invoices
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Improvements as needed (fire inspections, pest control, mechanical systems, security alarms.)
36. Prepare and obtain quotes for services when directed by the District Manager or Board
37. Access clubhouse needs and provide yearly budgetary input
  
38. Complete private event rental forms, security deposits, and check-in/out documents
39. Oversee and assist Event Coordinator with creation and implementation of community events and activities
40. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.
  
41. Any other duties assigned by District's Board of Supervisors and/or District Manager

\_\_\_\_\_ **(Place "X" if applicable) – CLUBHOUSE ATTENDANT**

The Clubhouse Attendant shall assist and maintain smooth and effective daily operations of the Improvements. Assist and orient residents in using the amenity Improvements. Assist Clubhouse Manager as needed. Enforce the rules and regulations of the amenity Improvements.

Specific duties of the Clubhouse Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to community intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for clubhouse events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.



\_\_\_\_\_ ***(Place "X" if applicable) – MAINTENANCE PERSONNEL***

The on-site Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Improvements:
  - a. Diagnose & perform minor and routine maintenance/repair in a timely and professional manner.
  - b. Pick up debris around community.
  - b. Responsible for maintaining equipment in good working order.
  - c. Assists with other assigned projects.
  - d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
  - a. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
  - b. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
  - c. Main Entrance: pick up debris.
  - d. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
  - e. Replace light bulbs.
  - f. Control cobwebs around the Clubhouse.
  - g. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
  - h. Parking Lot: Pick up litter, blow off debris.
  - i. Cleaning the outdoor furniture.
  - j. Touch up paint interior and exterior.
  - k. Check playground equipment, empty receptacles, and pick up debris.
  - l. Perform minor repairs to the entrance/exit gates.
  - m. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
  - n. Perform minor repairs to equipment and Improvements as needed.
3. Work with assigned contractors to ensure quality service is provided to the community.
4. Inspect District common areas and report any problems to the Clubhouse Manager.
5. Prepare any incident or accident reports and forward to the Clubhouse Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Clubhouse Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
9. Clean and sanitize Clubhouse and amenities, as needed.
10. Any other duties assigned by Clubhouse Manager.

\_\_\_\_\_ **(Place "X" if applicable) - EVENT COORDINATOR**

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Clubhouse Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
3. Provide monthly event financial summaries to Clubhouse Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Contractor supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
10. Assist Clubhouse Manager with creation of community newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Clubhouse and amenities, as needed.
16. Any other duties assigned by Clubhouse Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of community access ID's.

\_\_\_\_\_ **(Place "X" if applicable) – SEASONAL POOL ATTENDANTS**

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Clubhouse and amenities, as needed.
15. Any other duties assigned by Clubhouse Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

### **GENERAL STAFFING PROVISIONS**

At all times during operation of the Improvements, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Improvements. Contractor shall not utilize employees hired by Contractor to staff District Improvements at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

The District reserves the right to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, and Contractor shall not be entitled to any compensation in consideration for such election by the District.

All Contractor employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Improvements. Contractor affirms that the pricing provided at is inclusive of all services, work, labor, and staffing reasonably necessary to give the

District the full benefit of the Services detailed herein, and any reasonably necessary tasks reasonably construed to fall within the scope of Services.

### **ADDITIONAL PROVISIONS FOR AMENITIES REVENUES**

The Contractor agrees that the Improvements shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Improvements shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Improvements consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Contractor shall maintain an accurate record of all revenues received from the operation of the Improvements and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. To the extent set forth in **Exhibit C**, the Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Contractor may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Improvements are subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Contractor shall be responsible for the payment of ad valorem taxes.

### **ADDITIONAL PROVISIONS FOR BUDGET PREPARATION**

Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15<sup>th</sup> for each subsequent Fiscal Year, the Contractor shall prepare an annual operating budget estimating the revenues and expenses relating to the Improvements and for the upcoming Fiscal Year. At the request of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

## **ADDITIONAL PROVISIONS FOR PURCHASING**

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Improvements. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Improvements, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash. For small or emergency purchases (i.e., those less than \$500), the Contractor shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Improvements, using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Contractor, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Contractor a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District's Budget or by the Board.

## **ADDITIONAL PROVISIONS FOR AQUATIC MANAGEMENT SERVICES**

The Contractor shall oversee the management of the District's swimming amenities (e.g., the swimming pool, etc.) (together, "**Aquatic Improvements**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such Services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida laws and regulations and best practices.

Pool Maintenance. The Contractor shall ensure that the chemical and filtration systems at the District's pool Improvements are maintained in good working order and all pool Improvements maintain a clean and sanitary condition, in accordance with all applicable rules, regulations, laws, and permits, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). Alternatively, the Contractor shall assist the District in hiring a contractor to provide such services.

Pool Monitors/Attendants. Contractor shall provide for pool monitor/attendant staffing at the Aquatics Improvements as needed and to the extent provided for in this **Exhibit A** and in **Exhibit B**. Pool monitor/attendant duties shall include, but are not limited to, providing excellent customer service, straightening pool furniture, collecting trash, performing opening and closing duties, signing residents and guests in and out as needed, ensuring forms and supplies are stocked, and enforcing District rules and

policies.

Lifeguard Staffing and Responsibilities. If requested by the District, Contractor shall provide for lifeguard staffing at the Aquatics Improvements according to terms provided for herein and in the Exhibits hereto. Lifeguard staffing duties shall include, but are not limited to, providing excellent customer service, monitoring Patrons at the Aquatic Improvements and related areas, performing all duties in accordance with American Red Cross Lifeguarding Standards, maintaining consistent surveillance of patrons in the facility; acting immediately and appropriately to secure safety of patrons in the event of emergency, providing emergency care and treatment as required until the arrival of emergency medical services, and enforcing District rules and policies. Lifeguard compensation will be billed monthly, consistent with the terms of this Agreement and as set forth in **Exhibit B<sub>2</sub>** and based on actual hours worked rather than a flat monthly amount. Contractor will supply a monthly report generated and used by its accounting/payroll department, in order to validate the name of the guards that worked, the Contractor's billable-hourly rate for each lifeguard, and the total hours worked at the Aquatic Improvements. This back up shall be included with each monthly invoice. The budget numbers in **Exhibit B** assume Contractor determined appropriate and safe levels of staffing lifeguards at the Aquatic Improvements from Spring Break through the last weekend in October each year, with "full" daily staffing expected at the Recreational Center and weekend staffing in October anticipated for the Aquatics Center.

Other Duties. Contractor shall also be responsible for performing light cleaning including such tasks as spraying of deck areas each day, straightening deck furniture, and immediately reporting any conditions or practices that are unsafe. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Improvements' seasonal schedule and Red Cross Lifeguarding Standards. All personnel employed by Contractor under this Agreement shall have current and up to date certifications and undergo FDLE and criminal background checks. Failure to provide sufficient staffing to enable the pool to open as required may result in termination of this Agreement.

Certification. All personnel performing any of the Services hereunder shall be certified in accordance with Florida statutes and regulations and shall be in full compliance with all relevant Federal, State, and local statutes, regulations, and rules, including but not limited to American Red Cross, or similar industry-accepted, CPR and first aid training. Contractor shall provide the District with documentation demonstrating compliance with this section if requested. Should Contractor fail to comply, or to demonstrate compliance, the District may immediately terminate this Agreement for cause. The Contractor shall be permitted to conduct all necessary training and certification classes, utilizing the District's Improvements, so long as it does not interfere with other contracted or scheduled events.

Payment for Closure. If the Aquatic Improvements are open later than expected or closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

#### **ADDITIONAL PROVISIONS FOR YOUTH ACTIVITIES**

With the District's prior approval, the Contractor may provide youth activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- The Contractor shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children, and shall follow all procedures set forth in this section with respect to volunteers and employees.
- At least one Contractor employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- The Contractor shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Contractor shall notify the District of such requirement and assist the District in obtaining any required license or approval.

#### Volunteer and Employee Screening Procedure

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

#### Supervision Procedures

Unless an extenuating situation exists, Contractor:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor Improvements during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom Improvements and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District



property.

- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

#### Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

#### Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.

- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

#### **ADDITIONAL PROVISIONS FOR ALCOHOL SALES**

With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Contractor shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Contractor shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Contractor shall ensure that caterers are aware of the following requirements:

- At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;
- Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- Bartenders/Servers are not to serve any individuals that appear intoxicated;
- All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training; and
- The Contractor shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

**EXHIBIT B**  
Schedule of Fees

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1 to September 30**.

<b>Total Annual Cost:</b>	<b>\$ 32,400</b>
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One-time Payroll Deposit <sup>(3)</sup>	\$ N/A
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**(1). Budgeted Personnel:** These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

**(2). General Management and Oversight:** The costs associated with the Contractor's expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

**(3). Payroll Deposit:** A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity Improvements:

**Pre-employment Testing:** Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Office Equipment:** Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

**EXHIBIT C**  
HOA Addendum

[RESERVED.]

**EXHIBIT D**  
Format for Monthly Report

**Clubhouse Operations/Maintenance Updates**

- [LIST APPLICABLE ITEMS]

**Full Community Walkthroughs/Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Pool & Pool Deck Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Vendor Services Performed and/or Site Visits**

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

**Board of Supervisor's Requests**

- [LIST DATES & APPLICABLE ITEMS]

**Resident Requests**

- [LIST DATES & APPLICABLE ITEMS]

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 29, 2024**



**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 29, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 18,853	\$ -	\$ -	\$ 18,853
Investments				
Reserve	-	310,675	-	310,675
Interest	-	47,263	-	47,263
Construction	-	-	3,834,395	3,834,395
Due from Landowner	11,429	2,969	-	14,398
Total assets	<u>\$ 30,282</u>	<u>\$ 360,907</u>	<u>\$3,834,395</u>	<u>\$ 4,225,584</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 18,407	\$ 2,969	\$ -	\$ 21,376
Contracts payable	-	-	34,296	34,296
Due to debt service fund	2,969	-	-	2,969
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>27,376</u>	<u>2,969</u>	<u>34,296</u>	<u>64,641</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred revenue	11,429	-	-	11,429
Total deferred inflows of resources	<u>11,429</u>	<u>-</u>	<u>-</u>	<u>11,429</u>
Fund balances:				
Restricted for:				
Debt service	-	357,938	-	357,938
Capital projects	-	-	3,800,099	3,800,099
Unassigned	(8,523)	-	-	(8,523)
Total fund balances	<u>(8,523)</u>	<u>357,938</u>	<u>3,800,099</u>	<u>4,149,514</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 30,282</u>	<u>\$ 360,907</u>	<u>\$3,834,395</u>	<u>\$ 4,225,584</u>

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 9,903	\$ 22,404	\$ 430,333	5%
Total revenues	<u>9,903</u>	<u>22,404</u>	<u>430,333</u>	5%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	849	1,625	25,000	7%
Engineering	-	1,039	5,000	21%
Audit	-	-	4,075	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent**	83	83	1,000	8%
Trustee***	-	-	5,500	0%
Telephone	29	83	200	42%
Postage	10	18	500	4%
Printing & binding	73	208	500	42%
Legal advertising	157	157	2,000	8%
Annual special district fee	-	175	175	100%
Insurance	3,304	8,504	6,050	141%
Contingencies/bank charges	4	5	500	1%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,509</u>	<u>31,897</u>	<u>100,165</u>	32%
<b>Field operations management</b>				
Field operations management	-	-	14,400	0%
Field operations accounting	-	-	3,500	0%
Wet ponds	-	-	3,400	0%
Wetland maintenance	-	-	7,800	0%
Dry retention mowing	-	-	22,325	0%
Upland preserve maintenance	-	-	4,000	0%
Nature trails maintenance	-	-	10,000	0%
Streetlighting	-	-	51,390	0%
Irrigation supply - wells	-	-	40,000	0%
Maint entry feature maintenance	-	-	10,000	0%
Main entry feature electricity	-	-	20,000	0%
Landscape inspection	-	-	18,000	0%
Landscape maintenance	-	-	83,853	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	1,500	0%
Street tree-arbor care	-	-	10,000	0%
Roadway maintenance	-	-	5,000	0%
Contingencies	-	-	20,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>330,168</u>	0%

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
Total expenditures	<u>8,509</u>	<u>31,897</u>	<u>430,333</u>	<u>7%</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,394	(9,493)	-	
Fund balances - beginning	<u>(9,917)</u>	<u>970</u>	-	
Fund balances - ending	<u>\$ (8,523)</u>	<u>\$ (8,523)</u>	<u>\$ -</u>	

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	<u>186,249</u>	<u>189,218</u>
Total expenditures	<u>186,249</u>	<u>189,218</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (186,249)	 (189,218)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	640,605	640,605
Original issue discount	(6,918)	(6,918)
Underwriter's discount	(89,500)	(89,500)
Transfer in	<u>11,367</u>	<u>11,367</u>
Total other financing sources	<u>555,554</u>	<u>555,554</u>
 Net change in fund balances	 369,305	 366,336
Fund balances - beginning	<u>(11,367)</u>	<u>(8,398)</u>
Fund balances - ending	<u><u>\$ 357,938</u></u>	<u><u>\$ 357,938</u></u>

**PRESERVE AT SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>22,500</u>	<u>22,500</u>
Total expenditures	<u>22,500</u>	<u>22,500</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (22,500)	 (22,500)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	3,834,395	3,834,395
Transfer out	<u>(11,367)</u>	<u>(11,367)</u>
Total other financing sources/(uses)	<u>3,823,028</u>	<u>3,823,028</u>
 Net change in fund balances	 3,800,528	 3,800,528
Fund balances - beginning	<u>(429)</u>	<u>(429)</u>
Fund balances - ending	<u><u>\$ 3,800,099</u></u>	<u><u>\$ 3,800,099</u></u>

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**  
**MINUTES OF MEETING**  
**PRESERVE AT SAVANNAH LAKES**  
**COMMUNITY DEVELOPMENT DISTRICT**

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5           The Board of Supervisors of the Preserve at Savannah Lakes Community Development  
6 District held a Regular Meeting on February 15, 2024 at 11:15 a.m., as soon thereafter as the  
7 matter could be heard, at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie,  
8 Florida 34986.

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10           **Present at the meeting:**

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12	Michael Caputo	Chair
13	Jon Seifel	Assistant Secretary
14	Justin Frye	Assistant Secretary

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16           **Also present:**

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18	Andrew Kantarzhi	District Manager
19	Jere Earlywine (via telephone)	District Counsel
20	Butch Terpening (via telephone)	District Engineer
21	William Fife	Supervisor Appointee

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24           **FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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26           Mr. Kantarzhi called the meeting to order at 11:23 a.m.  
27           Supervisors Caputo, Frye and Seifel were present. Supervisors Candice Bain and Tim  
28 Smith were not present.

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30           **SECOND ORDER OF BUSINESS**

**Public Comments**

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32           Mr. Kantarzhi stated that there were no members of the public present.

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34           **THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Candice Bain,  
Seat 4, Term Expires November 2024**

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37           Mr. Kantarzhi presented Ms. Candice Bain's resignation letter.

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39           **On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the**  
40 **resignation of Ms. Candice Bain from Seat 4, was accepted.**

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**FOURTH ORDER OF BUSINESS**

**Consider Appointment of William Fife to Fill Unexpired Term of Seat 4**

Mr. Caputo nominated Mr. William Fife to fill Seat 4. No other nominations were made.

**On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the appointment of Mr. William Fife to fill Seat 4, was approved.**

• **Administration of Oath of Office**

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. William Fife. Mr. Fife is familiar with the items in the Supervisor’s package.

**Mr. Caputo left the meeting at 11:20 a.m.**

**On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, recessing the Regular Meeting at 11:25 a.m., was approved.**

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, reconvening the Regular Meeting at 11:52 a.m., was approved.**

Supervisors Frye, Seifel and Fife were present. Supervisors Caputo and Tim Smith were not present.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date**

Mr. Frye nominated the following slate:

- |                |                     |
|----------------|---------------------|
| Michael Caputo | Chair               |
| William Fife   | Vice Chair          |
| Tim Smith      | Assistant Secretary |
| Jon Seifel     | Assistant Secretary |
| Justin Frye    | Assistant Secretary |

No other nominations were made. This Resolution removes Candice Bain as an Officer. Prior appointments for Secretary, Treasurer, Assistant Treasurer and Assistant Secretaries Cindy Cerbone and Andrew Kantarzhi remain unaffected by this Resolution.



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**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, Resolution 2024-01, Appointing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Update: Required Ethics Training and Form 1 Disclosure Filing**

The Kutak Rock email regarding the required ethics training and filing Form 1 was included for informational purposes.

Mr. Kantarzhi will review this new process with each Board Member individually.

**SEVENTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2022; Prepared by Berger, Toombs, Elam, Gaines & Frank**

Mr. Kantarzhi presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022. It was a clean audit; there were no findings, recommendations, deficiencies in internal control or instances of non-compliance.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022**

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, Resolution 2024-02, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022, was adopted.**

**NINTH ORDER OF BUSINESS**

**Ratification of Letter Agreement for Real Estate Rights for Lighting**

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Letter Agreement for Real Estate Rights for Street Lighting within the boundaries of the CDD, was ratified.**

**TENTH ORDER OF BUSINESS**

**Ratification of Gig Fiber, LLC Outdoor Solar Lighting Service Agreement**

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Mr. Kantarzhi stated a response is pending from Egis regarding the insurance coverage requirement. There is also a maintenance requirement, which will be addressed during the Field Operations discussions, along with budgeting costs.

**On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Gig Fiber, LLC Outdoor Solar Lighting Service Agreement, was ratified.**

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-03, Designating a Date, Time, and Location for Landowners’ Meeting; Providing for Publication, Providing for an Effective Date**

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Noting that the Board Members are not required to attend the Landowners’ meeting, Mr. Kantarzhi proposed having the Landowner appoint him as proxyholder to cast votes on their behalf.

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, Resolution 2024-03, Designating a Date, Time, and Location of November 5, 2024 at 10:05 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986, for the Landowners’ Meeting; Providing for Publication, Providing for an Effective Date, was adopted.**

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**TWELFTH ORDER OF BUSINESS**

**Consideration of EMMA Filing Assistant Software as a Service License Agreement**

**On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the EMMA® Filing Assistant Software as a Service License Agreement, was approved.**

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**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2023**

**On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of December 31, 2023, were accepted.**

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**FOURTEENTH ORDER OF BUSINESS**

**Approval of August 17, 2023 Public Hearings and Regular Meeting Minutes**

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On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the August 17, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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170 **FIFTEENTH ORDER OF BUSINESS****Staff Reports**

171

172 **A. District Counsel: Kutak Rock LLP**

173

Mr. Earlywine stated that the contracts are signed over and the bonds are being issued; they will post this morning and close next week. Everything is in order.

174

175 **B. District Engineer: Culpepper & Terpening, Inc.**

176

Mr. Terpening stated that his office emailed the Supplemental Agreement about a week ago.

177

178 **C. District Manager: Wrathell, Hunt and Associates, LLC**

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- **NEXT MEETING DATE: March 21, 2024, immediately following Solaeris CDD Meeting at 11:15 AM**

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181 ○ **QUORUM CHECK**

182

The next meeting will be March 21, 2024, unless cancelled.

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184 **SIXTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

185

There were no Board Members' comments or requests.

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188 **SEVENTEENTH ORDER OF BUSINESS****Public Comments**

189

No members of the public spoke.

191

Mr. Kantarzhi was asked to review the street lighting service contract to determine if maintenance is included.

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194 **EIGHTEENTH ORDER OF BUSINESS****Adjournment**

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On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the meeting adjourned at 12:02 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**PRESERVE AT  
SAVANNAH LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**PRESERVE AT SAVANNAH LAKES COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 19, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>November 16, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>December 21, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>January 18, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>February 15, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>March 21, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>April 18, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>May 16, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>June 20, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>July 18, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>August 15, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>
<b>September 19, 2024</b>	<b>Regular Meeting</b>	<b>11:15 AM*</b>

*\*Meetings will commence at 11:15 a.m., or immediately following the adjournment of the Solaeris Community Development District and Silver Oaks Community Development District meetings.*