

*South Village
Community Development District*

June 4, 2019

South Village

Community Development District

475 West Town Place, Suite 114
Phone: 904-940-5850 - Fax: 904-940-5899

May 28, 2019

Board of Supervisors
South Village Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the South Village Community Development District will be held Tuesday, June 4, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

Following is the advance agenda for this meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the May 7, 2019 Meeting
- IV. Acceptance of the Minutes of the May 8, 2019 Workshop
- V. Update Regarding Phase 6 Construction Matters
 - A. Conceptual Plan for Westbank Park
 - B. Consideration of Series 2019 Requisitions (13-20)
 - C. Consideration of Agreement from CCUA for Irrigation Water Meter
 - D. Consideration of Vallencourt Change Order for Electrical Conduits
- VI. Ratification of Agreement for Website Development and Services-MembersFirst
- VII. Consideration of Resolution 2019-13, Approving the Proposed Budget and Setting a Public Hearing Date for Adoption
- VIII. Discussion of Setting a Public Hearing to Adopt Rates for Amenities
- IX. Discussion of Purchase of Sales Center and Cottages Parcel (to be continued to June 5)
- X. Consideration of Proposals for Eagle Landing (community sign) and Oakland Hills (neighborhood signs)
- XI. Update Regarding Series 2016 Capital Projects
 - A. Project Update
 - B. Vallencourt Invoice (Series 2016 A3 Requisition)
- XII. Honours Golf Management Agreement Renewal – Key Performance Indicators for Fiscal Year 2020 Incentive Payment
- XIII. Staff Reports
 - A. General Manager - Report
 - B. District Counsel

- C. District Manager
- XIV. Supervisor's Requests and Audience Comments
- XV. Financial Reports
 - A. Balance Sheet as of April 30, 2019 and Statement of Revenues and Expenses for the Period Ending April 30, 2019
 - B. Assessment Receipt Schedule
 - C. Approval of Check Register
- XVI. Next Scheduled Meetings:
 - A. 06/05/19 Continued Meeting (possible) @ 6:30 p.m. @ Eagle Landing Residents Club
 - B. 07/02/19 Regular Meeting @ 6:30 p.m. @ Eagle Landing Residents Club
- XVII. Adjournment

Enclosed for your review and approval is a copy of the minutes of the May 7, 2019 meeting.

The fourth order of business is acceptance of the minutes of the May 8, 2019 workshop, which are enclosed for your review.

The fifth order of business is update regarding Phase 6 construction matters. Enclosed for your review are the items outlined above. Any other documents will be sent under separate cover.

The sixth order of business is ratification of agreement for website development and services, which are enclosed for your review.

The seventh order of business is approval of the proposed budget for Fiscal Year 2020 and consideration of Resolution 2019-03, which is enclosed for your review. A copy of the proposed budget will be sent under separate cover. Approval of the proposed budget begins the budget process, allowing in excess of 60 days for Board and staff input prior to a public hearing and adoption of the budget.

The tenth order of business is consideration of proposals which are enclosed for your review.

The eleventh order of business is update regarding Series 2016 capital projects. Enclosed is a copy of an invoice from Vallencourt.

Enclosed under the General Manager's report is a memorandum.

Enclosed for your review and approval is a copy of the balance sheet and income statement, assessment receipt schedule and check registers. A copy of the golf & recreation financials will be sent under separate cover.

The balance of the agenda is routine in nature and any additional support material will be presented and discussed at the meeting. If you have any questions, please feel free to contact me.

Sincerely,

James Oliver

James Oliver
District Manager

cc:	Katie Buchanan	Rachael Welch	Keith Hadden
	Jim Hahn	Bois Farrar	Batey McGraw
	Jude Barwig	Matt Biagetti	
	Gabriel McKee	Darrin Mossing	

AGENDA

South Village

Community Development District

Tuesday
June 4, 2019
6:30 p.m.

Eagle Landing Residents Club
3975 Eagle Landing Parkway
Orange Park, Florida 32065
Call In # 1-800-264-8432 Code 537347

- I. Roll Call
- II. Audience Comments
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Board Oversight

- A. *Chairman Payton* – Gym/Tennis
- B. *Vice Chairman Krueger* – Aquatics Center
- C. *Supervisor Hermening* - Golf
- D. *Supervisor Randy Smith* – Parks
- E. *Supervisor Rick Smith* – Landscape Maintenance

THIRD ORDER OF BUSINESS

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the South Village Community Development District was held Tuesday, May 7, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida

Present and constituting a quorum were:

Chris Payton	Chairman
Grant Krueger	Vice Chairman
Kelly Hermening	Supervisor
Randy Smith	Supervisor
Rick Smith	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Keith Hadden	District Engineer
Jim Hahn	General Manager, Honours Golf
Matt Biagetti	Director of Operations, Honours Golf
Josh Heintzman	Golf Professional, Honours Golf
Alan Slaughter	Golf Course Superintendent, Honours Golf
Dean Vincent	East West Construction

The following is a summary of the actions taken at the May 7, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:30 p.m. and called the roll.

Mr. Oliver stated we are going to amend the agenda and the third item will be the consideration of contract renewal for the Middleburg High School Swim Team to use the Eagle Landing lap pool for practices and swim meets scheduled in consultation with Matt Biagetti.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS**Middleburg High School Swim Team Agreement Renewal**

Mr. Biagetti stated we have a longstanding relationship with Middleburg High School, they have been here utilizing our swimming facility for a long time and it has been a great relationship and a great asset to the community. I do get a lot of volunteer hours from the swimmers on the team and I would like to continue this relationship with Middleburg High School.

Coach Rix stated the relationship has been positive over the years. We have had new teams that we swam against since our team has grown. The summer league that you have here ends the 27th or 28th and our season starts on July 29th. During the busy summertime I have worked it out to where we come early in the morning from 7 – 9 so we won't affect your community swimmers who want to enjoy the facilities. When school starts we will swim from 2 – 4 and hopefully be done by the time the parents come home and want to use the facility.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the swim team agreement with the Middleburg Swim Team was renewed.

FOURTH ORDER OF BUSINESS**Approval of the Minutes of the April 2, 2019 Meeting**

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the minutes of the April 2, 2019 meeting were approved.

FIFTH ORDER OF BUSINESS**Update Regarding Phase 6 Construction Matters**

Mr. Hadden stated Phase 6 is moving along quite well and you will see some model homes under construction pretty soon. All the stormwater infrastructure is in, the lakes are built, most of the water reuse and most of the sewer is in.

Mr. Rick Smith asked when will the road that connects us to Tynes be accessible to cars?

Mr. Vincent stated we have a single lift in 5A when we build the 77 lots there is a single lift there, we can't put the second lift on until a certain level of homes is met. You will have the single lift in 5A going through that street that connects to Tynes Boulevard and that will have a single lift as well.

Mr. Hadden stated the reason the county does the one lift is because when you are building the homes you have concrete trucks, trust trucks and all that stuff coming in and the road gets beat up so you come back in when most of the houses are done and they get the second lift so you have a nice clean finished surface. If they let us finish that it would be great.

Mr. Vincent stated I'm sure if I sent them some kind of guarantee that if there was damage to the surface that we would come back and do some repairs to it.

Mr. Oliver asked for budget preparation purposes, when will the 77 lots be platted.

Mr. Vincent stated the lots are to be platted in the next month or so.

A. Conceptual Plan for Westbank Park

Mr. Payton stated I met with Dean Vincent, Roger Arrowsmith and Keith to talk about park plans. We are all aware there is \$500,000 of bond money going towards that large park area. There are three smaller parks and my understanding from today's meeting that if the county didn't require those parks to be put in they would not have been designed. The suggestion was that we pull \$120,000 from the small parks, which would leave those parks with irrigation, grass and a gazebo or picnic tables and that is it. Then we could use the extra \$120,000 to add some things to the larger park.

Volleyball has been taken out everything else is there. We talked last month at length about landscaping and irrigation and things like that and I think we agreed with Alan that irrigation is a must, irrigation is one of our highest costs. We talked today about instead of bringing in sod for this much acreage we would propose sodding the area around the playground to the parking area and seed the rest and let it grow in.

Considerations that the board needs to make, everything else that is there is there, we have the dog park, open play fields as we all discussed last time there is not going to be any lined fields that is just open field space, a walkway that comes in from the top comes down to the park area and a walkway from the park area past the dog park and out to the sidewalk in front of those homes. The circles with lines on the drawing are trees that will be put in. Those trees and the grass that will be planted with sod is the extent of planned landscaping. Ten parking spaces are currently planned, if we want to talk about adding more they are about \$1,500 each. Anything to be added or changed we will need to talk about where the money is going to come from. Right now this plan as shown is the \$500,000 plus the \$120,000 taken from the three pocket parks and

that uses up all of it. If there is something we want to add we have to take something away or find other funding.

The board and staff discussed a jogging path, signage and management of the dog park, lighting for restrooms, volleyball was taken out but could be put back in the plans, pavilion or covered area with picnic tables, build into the budget re-seeding and maintenance of dog park.

Mr. Vincent will tighten up the numbers and get something to Mr. Payton for the next board meeting.

B. Consideration of Series 2019 Requisitions

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor requisitions no. 5 and 7 – 12 were approved.

C. Consideration of Agreement with Clay County Regarding Third Party Rights Related to Vallencourt Construction Agreement

Ms. Buchanan stated at the last meeting the board authorized the addition of a rider to our payment and performance bond that we have in connection with the Vallencourt contract making Clay County an obligee. Subsequent to our last meeting the county did come back and request an official agreement with the district that acknowledged that they will be a third-party beneficiary and able to enforce the bond for which they were named on the rider.

Ms. Buchanan reviewed in detail the proposed agreement.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor the agreement with Clay County regarding third party rights related to Vallencourt Construction Agreement was approved.

SIXTH ORDER OF BUSINESS

Update Regarding Series 2016 Capital Projects

Mr. Oliver stated I checked with the accountant today and the current balance in the Series 2016 construction account is \$18,823. We will soon exhaust the balance and take actions to close out the account.

Mr. Randy Smith asked does that count paying for the dividers?

Mr. Biagetti stated the down payment of \$9,000 has been paid. We have a remaining balance of \$9,000 to be paid after the project is complete.

Mr. Hahn stated we won't pay the remainder until we are satisfied.

SEVENTH ORDER OF BUSINESS

Ratification of Agreements:

A. Jonas POS System

Mr. Hahn stated Troon has a Jonas department and they will be doing the installation and that will result in real savings to the district. We still have to cover the expenses of the people coming here but that is all part of our contract.

On MOTION by Mr. Payton seconded by Mr. Hermening with all in favor installation of the Jonas system was ratified.

B. MembersFirst Website Services

Mr. Oliver stated the District's suggested revisions to the agreement have been sent to MembersFirst for review. A final version of the agreement can be considered at the next meeting.

Ms. Buchanan stated you can delegate authority to Mr. Hermening to authorize the MembersFirst agreement assuming it is in substantially similar terms to what is in front of you.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor Mr. Hermening was authorized to approve the final agreement with MembersFirst that will be ratified at the next meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal for Golf Course Bunker Renovations

Mr. Hahn presented the proposal from MacCurrach Golf Construction to redo 20 bunkers and stated we would like to get this approved for planning purposes but the work wouldn't be done until the fall.

Ms. Buchanan stated we can put in the agreement that the work will be performed in accordance with industry standards.

On MOTION by Mr. Hermening seconded by Mr. Payton with all in favor the proposal from MacCurrach Golf Construction for bunker renovations was approved in an amount not to exceed \$138,000 and Mr. Hermening was authorized to work with the golf staff and the contractor on the details of the project.

NINTH ORDER OF BUSINESS

Discussion of Proposed Rates for Recreation and Golf

Ms. Buchanan stated you may recall that the board has to officially adopt its future fees and rates via a rulemaking process. This will require that we publish notice of rule development and notice of rulemaking for 29 and 28 days in advance of having a hearing. Generally your meetings are not sufficiently spaced to allow us to publish this 29 and 28 days between meetings so what we are doing today is discussing the proposed rate increases by management with the understanding that we would bring back and have the hearing in July.

Mr. Hahn stated the main change in the rates applies to what we consider the public rate for people outside our demographic, outside our local counties. It doesn't impact the resident rate or local rate but gives us more freedom and it also allows us to work with wholesalers at a higher premium as well.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the proposed changes to the rates were approved and staff authorized to publish notice of rule development and rulemaking for a July hearing.

TENTH ORDER OF BUSINESS

Board Guidance Regarding Preparation of Fiscal Year 2020 Proposed Budget

Mr. Oliver stated we will bring a proposed budget to the June meeting for board approval and to set the public hearing. From my discussions with Jim and looking at the budget I don't think we are in a position to lower assessments this year.

After June 1, we will receive the tax roll from the tax collector based on property ownership as of January 1, 2019. We will compare that roll to last year's roll and also work with amenity staff on the ground to determine which new property owners have not yet paid the \$500 initiation fee due upon closing. Once these receivables are documented, The District will send notices to them requesting payment or provide documentation the fee has been paid at or after closing. In the absence of payment, the \$500 will be collected via the assessment roll. On

an annual basis that is going to be our true-up to make sure everyone is paying that \$500 initiation fee that rolls into the golf capital reserve fund.

At the last meeting we talked about levying an assessment on the sales center. Right now there are no CDD bond debt levied on the sales center property. Also, there is no O&M assessment on the sales center. The levy of a debt assessment in the property under its current ownership is unlikely because although the Series 2005 issue provided approximately 25.5 million in construction funds, the total capital projects funded through the District was in the neighborhood of \$41 million. The developer funded any costs in excess of the construction fund. The O&M fee is different, but there is a process to levy O&M and the board would have to determine whether or not that process would be cost efficient to levy O&M. An assessment methodology would be commissioned to determine the specific benefit that property receives to determine a valid O&M assessment amount. The assessment report will cost between \$5,000 to \$10,000. There is a legal process involved, to include published notice and a public hearing. You will be spending a significant amount of money up front to receive what could be a modest assessment. . That property does not necessarily benefit from the recreation components of the budget. If the assessment consultant determined it did not find recreational benefit for the sale center property, you would only be levying an assessment for the general fund budget as well as community appearance. That would be very similar to what we are looking at for the undeveloped lands that we have for the cottage lots, which translates to about \$1,000 to \$2,000 worth of general fund assessments. If that property were sold to some type of governmental organization or HOA, the property would become exempt from assessments. It would be a three to four-month assessment process if you decide to move forward, but it is important to consider the process costs.

The budget process was discussed, the proposed budget will be presented at the June 4th meeting, with per unit assessments to remain the same. New revenues will be generated by the additional 77 phase 6 lots to be platted this summer..

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. General Manager - Report

Mr. Hahn gave an overview of the golf operations report and financials, upcoming social events, repairs to the planks on the golf bridges, tennis clinics, and fountain maintenance.

B. District Counsel

There being none, the next item followed.

C. District Manager – Report on the Number of Registered Voters – 2,487

A copy of the letter from the supervisor of elections indicating there are 2,487 registered voters residing within the district was included in the agenda package.

THIRTEENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Hermening stated we entered into the fee agreement with Hopping Green & Sams a couple years ago and given the workload and since it is lower than for any other agency, we may want to consider an increase and still maintain the budget. The proposed increase is from \$215 per hour to \$275.

Mr. Payton asked do we need a motion?

Ms. Buchanan stated you don't, our contract allows me to increase rates.

Mr. Hermening stated the other part is the assistant, Michelle.

Ms. Buchanan stated I think her rate is \$175 to \$225.

Mr. Payton stated if we don't have to take action, then take this as so noticed.

Mr. Randy Smith asked are we going to consider acquiring the sales office and cottage lots? I think we need a separate meeting with Roger present and get whatever the offer is, clarified.

Mr. Krueger stated Roger sent me a proposal and I put together a little packet. Right now it is scheduled for 18 cottage homes, a little bit closer to the water.

The consensus of the board was to continue the June 4th meeting to June 5th in order to discuss the possibility of purchasing the cottage lots.

Mr. Randy Smith requested that a list of the houses that paid the \$500 be included in all future agenda package and stated we talked about preparing a document explaining what the HOA does, the CDD and the County.

Ms. Buchanan stated we will put that together.

A resident asked what has been done to create a separate smoking area at the clubhouse patio.

Mr. Hahn stated we separated the left hand side the patio to the right hand side of the patio and moved the tables further apart and have signs on both ends of the patio.

A resident stated the discussion on the dog park needs to be thorough, the expense is going to be constant and it is going to be a mess. If 50% of the people pick up after their dogs that is doing very well, it will require daily maintenance and I don't think we need it.

FOURTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of March 31, 2019 and Statement of Revenues and Expenses for the Period Ending March 31, 2019

The balance sheet and income statement were included as part of the agenda package.

B. Assessment Receipt Schedule

The assessment receipt Schedule was included as part of the agenda package.

C. Approval of Check Register

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the check register was approved.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meetings:

A. 05/08/19 Workshop at 6:30 p.m. at Eagle Landing Residents Club

B. 06/04/19 Regular Meeting at 6:30 p.m. at Eagle Landing Residents Club

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the meeting adjourned at 8:52 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the South Village Community Development District held a workshop on Wednesday, May 8, 2019 at 6:31 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida

Present and constituting a quorum were:

Chris Payton	Chairman
Grant Krueger	Vice Chairman
Kelly Hermening	Supervisor
Randy Smith	Supervisor
Rick Smith	Supervisor

Also present were:

Daniel Laughlin	District Manager
Katie Buchanan	District Counsel
Matt Biagetti	Director of Operations, Honours Golf
Jim Hahn	General Manager, Honours Golf

The following is a summary of the actions taken at the May 8, 2019 workshop. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the workshop to order at 6:31 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Discussion of Key Performance Indicators for
Honours Golf Contract**

The board discussed key performance indicators for the restaurant, golf course, overall operations, swim and tennis and restaurant and cabana bar: maintenance of assets, improve cost of goods, performance of funded projects, quality of service, cross functioning and grow the average daily rate.

Mr. Hahn will come back to the next meeting with a list of unintended consequences of the performance goals. Honours Golf will present the board with a streamline survey at the end of the year to rate/rank Honours Golf for bonus consisting of the items discussed. The board will do a consensus scoring on the survey.

Ms. Buchanan will compile the list and distribute to the board.

FOURTH ORDER OF BUSINESS

**Next Scheduled Meeting: June 4, 2019 at 6:30
p.m. at Eagle Landing Residents Club**

Mr. Payton stated the next meeting is June 4, 2019 at the Residents Club.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the meeting adjourned at 7:53 p.m.

FIFTH ORDER OF BUSINESS

B.

Jim Oliver		SVCDD SERIES 2019 BONDS - WESTBANK / EL 6		
		this list supercedes previously distributed lists		
REQ #	Payee Name	Pay App # or Invoice #	AMOUNT	
	1	cost of Issuance		
3/5/2019	2	WB INVESTMENT CO.	REIMBURSEMENT	\$ 234,719.23
3/5/2019	3	VALLENCOURT CONSTRUCTION CO., INC	5485	\$ 12,385.86
3/5/2019	4	HADDEN ENGINEERING	5822	\$ 6,132.84
5/7/2019	5	VALLENCOURT CONSTRUCTION CO, INC.	PAY APP 2	\$ 66,072.02
5/7/2019	6	HOPPING GREEN	105987	\$ 1,106.50
5/7/2019	7	HADDEN ENGINEERING	5846	\$ 1,800.00
5/7/2019	8	HADDEN ENGINEERING	5837	\$ 3,000.00
5/7/2019	9	ETM	189597	\$ 969.32
5/7/2019	10	CLAY ELECTRIC	INV-ENG-2019-20	\$ 5,296.00
5/7/2019	11	ETM, INC	189979	\$ 6,546.00
5/7/2019	12	VALLENCOURT	5637 - PAY APP #3	\$ 140,109.78
	13	ETM	190322	\$ 6,928.00
	14	ETM	189768	\$ 3,478.00
	15	EILAND	45905	\$ 450.00
	16	VALLENCOURT	PAY APP #4	\$ 382,366.40
	17	ETM	Inv 0190097	\$ 2,714.00
	18	EILAND	INV 46012	\$ 1,095.00
	19	HADDEN ENGINEERING	50% of Invoice 5857	\$ 1,575.00
	20	HADDEN ENGINEERING	5855	\$ 9,900.00
	21			
	22			
	23			
	24			
	25			
	26			
		REVISED JUNE 3, 2019		\$ 886,643.95
		this list supercedes previously distributed lists		

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** 013
- (B) **Payee:** ETM INC.
- (C) **Amount Payable:** \$6,928.00
- (D) **Invoice:** 190322
- (E) **SVCDD** Series 2019 CONSTRUCTION BONDS

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

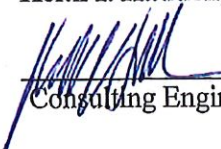
**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

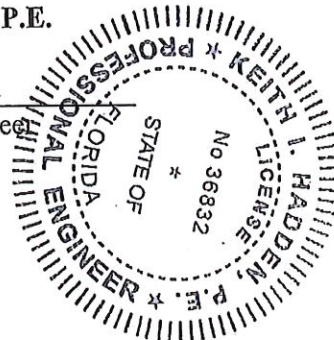
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.



Consulting Engineer





ELG / Section 1

12510 - 91130

Recommended Payment of
\$6,928.00

[Signature] WB Invest. Co.

WB Investment Company
14700 Village Square Place
Midlothian, VA 23112

May 6, 2019

Project No:

19002.00000

Invoice No:

0190322

Project 19002.00000 Eagle Landing Phase 6 - CEI Services

Professional Services rendered through April 30, 2019

Task 01 Professional Services

Professional Personnel

		Hours	Rate	Amount
Sr. Inspector				
Donchez, James	4/6/2019	2.00	146.00	292.00
Donchez, James	4/13/2019	1.00	146.00	146.00
Inspector				
Hicks, Sommer	4/6/2019	13.00	118.00	1,534.00
Hicks, Sommer	4/13/2019	15.00	118.00	1,770.00
Hicks, Sommer	4/20/2019	12.00	118.00	1,416.00
Hicks, Sommer	4/27/2019	15.00	118.00	1,770.00
Totals		58.00		6,928.00

Total Labor

6,928.00

Total this Task

\$6,928.00

	Current	Prior	To-Date
Total Billings	6,928.00	13,707.32	20,635.32
Contract Limit			54,138.48
Remaining			33,503.16

Invoice Total this Period

\$6,928.00

Outstanding Invoices

Number	Date	Balance
0189597	1/31/2019	969.32
0189768	2/28/2019	3,478.00
0189979	3/31/2019	6,546.00
0190097	4/9/2019	2,714.00
Total		13,707.32

Total Now Due

\$20,635.32

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
11175 Old St. Augustine Road • Jacksonville, Florida 32256 • Tel 904 417-0773 • Fax 904 619-9135
CA 00001541 LC 0000116

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** 014
- (B) **Payee:** ETM INC.
- (C) **Amount Payable:** \$3478.00
- (D) **Invoice:** 189768
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

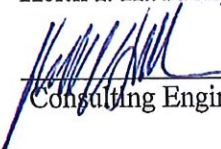
**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

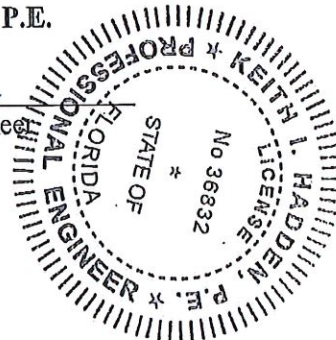
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

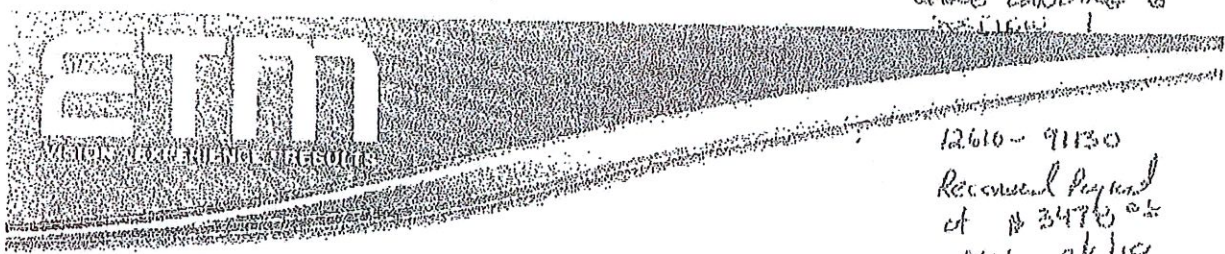
If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.



Consulting Engineer





EAGLE LANDING 6
12616-91130
Recommended Payment
at \$ 3478.00
D&V 3/6/19

WS WB Holdings, LLC
14700 Village Square Place
Midlothian, VA 23112

March 4, 2019
Project No: 19002.00000
Invoice No: 0189768

Project 19002.00000 Eagle Landing Phase 6 - CEI Services
Professional Services rendered through February 28, 2019

Task 01 Professional Services
Professional Personnel

		Hours	Rate	Amount
Sr. Inspector				
Donchez, James	2/16/2019	1.00	146.00	146.00
Donchez, James	2/23/2019	1.00	146.00	146.00
Inspector				
Hicks, Sommer	2/2/2019	3.00	118.00	354.00
Hicks, Sommer	2/9/2019	10.00	118.00	1,180.00
Hicks, Sommer	2/16/2019	10.00	118.00	1,180.00
Hicks, Sommer	2/23/2019	4.00	118.00	472.00
Totals		29.00		3,478.00
Total Labor				

Total this Task

3,478.00

\$3,478.00

	Current	Prior	To-Date
Total Billings	3,478.00	969.32	4,447.32
Contract Limit			54,138.48
Remaining			49,691.16

Invoice Total this Period \$3,478.00

Outstanding Invoices

Number	Date	Balance
0189597	1/31/2019	969.32
Total		969.32

Total Now Due \$4,447.32

Englehard-Thims & Miller, Inc.
ENGINEERS • PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS
10710177 • 14350 Ashcroft • Richmond, VA 23234 • 804-271-1100 • FAX 804-271-1101
WWW.ETM-VA.COM

Approved 3/6/19

Kenneth E. Hannon, P.E.
District Engineer

REQUISITION FORM

South Village CDD
2019 BONDS-CONSTRUCTION FUND

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** **015**
- (B) **Payee:** **Eiland & Associates, Inc.**
- (C) **Amount Payable:** **\$450.00**
- (D) **Invoice:** **45905**
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**


By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.

Consulting Engineer

A circular professional seal for Keith I. Hadden, P.E. The outer ring contains the text "PROFESSIONAL ENGINEER" at the bottom and "STATE OF FLORIDA" at the top. The inner circle contains the name "KEITH I. HADDEN, P.E." and the license number "No. 36832". The seal is stamped over a handwritten signature of Keith I. Hadden.

Eiland & Associates, Inc.

615 Blanding Boulevard
Orange Park, FL 32073-6312
Ph. (904) 272-1000 Fax (904) 272-5443

INVOICE

Invoice To:
East West Partners 14700 Village Square Place Midlothian VA 23112-2253
Phone: 804-739-3800

Date	Invoice #
3/7/2019	45905

Map #	Job #
	40756B

Terms
Due on receipt

12516 - 91090
Please pg DRV

PROFESSIONAL SERVICES RENDERED		Amount
Ordered By: Dean Vincent Flagging property line and setting fence posts ~ Oakland Hills at Eagle Landing, Clay County, Florida. Work Period: 2/13/19 T		450.00
Total		\$450.00
Payments/Credits		\$0.00
Balance Due		\$450.00

Payments not received within 30 days from invoice date are subject to a finance charge of 1.5% per month.
Payments not received within 90 days from invoice date are subject to a lien being filed on the above captioned property.

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

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- (A) **Requisition No.:** 016
- (B) **Payee:** VALLENCOURT CONSTRUCTION CO, INC
- (C) **Amount Payable:** \$382,366.40
- (D) **Invoice:** 5674 **PAY APP#4**
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

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**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
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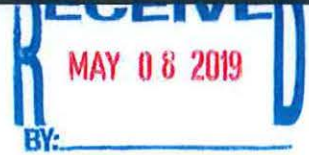
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Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President



INVOICE

Date: 04/30/19

Period To 4/30/2019

Invoice #: 5674

To: South Village CDD
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

VCC Project #: 201865

Application #: 4

Attn.: Accounts Payable/Jim Perry

Project Description: *Eagle Landing Phase 6 Utility*
Middleburg, FL 32068

ORIGINAL CONTRACT AMOUNT.....	\$	1,927,121.54
CHANGE ORDERS TO DATE.....	\$	(360,272.13)
REVISED CONTRACT AMOUNT.....	\$	1,566,849.41
PERCENTAGE COMPLETE.....	42.96%	
WORK COMPLETE TO DATE.....	\$	673,135.58
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	673,135.58
LESS RETAINAGE.....	\$	67,313.56
TOTAL EARNED LESS RETAINAGE.....	\$	605,822.02
LESS PREVIOUS BILLINGS.....	\$	223,455.63
CURRENT DUE.....	\$	382,366.40

Account Summary:	Sales This Period	Sales To Date
Gross:	424,851.55	673,135.58
Retainage:	42,485.16	67,313.56
Net:	382,366.40	605,822.02



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: South Village CDD
c/o Governmental Management Services
475 West Town Place, Suite 114

PROJECT: Eagle Landing Phase 6 Utility
Middleburg, FL 32068

APPLICATION NO: 5674-4
PERIOD TO: 04/30/19

Distribution to:
[X] OWNER
[X] ENGINEER

FROM: Vallencourt Construction Company, Inc.
P.O. Box 1889
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A
CONTRACTOR'S PROJECT NO: 201865

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1			\$ 360,272.13
TOTALS		\$ -	\$ 360,272.13
Net change by Change Orders			\$ (360,272.13)

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

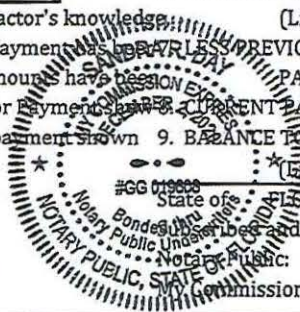
1. ORIGINAL CONTRACT SUM.....	\$ 1,927,121.54
2. Net change by Change Orders.....	\$ (360,272.13)
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 1,566,849.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 673,135.58
(Column G on G703)	
5. RETAINAGE:	
a. 0 % of Completed Work \$ 67,313.56	
(Column D + E on G703)	
b. % of Stored Materials \$	
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 67,313.56
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 605,822.02
(Line 4 Less Line 5 Total)	
7. PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 223,455.63
8. CURRENT PAYMENT DUE.....	\$ 382,366.40
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 961,027.39
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment have been issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

Date: 5.1.19



State of: FLORIDA

County of: CLAY

Notary Public Under Seal and sworn to before me this

day of

May, 2019

Notary Public, State of Florida:

Commission Expires: 12-2-20

ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to

best of the Architect's knowledge, information and belief the Work has progressed By: _____

Date: _____

indicated, the quality of the Work is in accordance with the Contract Documents, a This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Schedule of Contract Values

South Village CDD

Eagle Landing Phase 6 Utility
Middleburg, FL 32060

AIA Document C702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

APPLICATION NUMBER: 5674-4

APPLICATION DATE: 04/30/19

PERIOD TO: 04/30/19

VCC PROJECT #: 201865

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1.	General Conditions	\$ 24,458.72	\$ 7,337.61	\$ 2,445.87		\$ 9,783.48	40%	\$ 14,675.24	\$ 978.35
2.	Bonds	\$ 14,452.00	\$ 14,452.00			\$ 14,452.00	100%	\$ -	\$ 1,445.20
3.	NPDES	\$ 15,355.53	\$ 3,453.14	\$ 1,846.32		\$ 5,299.46	35%	\$ 10,056.07	\$ 529.95
4.	Surveying	\$ 30,263.10	\$ 9,078.94	\$ 3,026.31		\$ 12,105.25	40%	\$ 18,157.85	\$ 1,210.53
5.	As Builts	\$ 18,150.00	\$ -			\$ -		\$ 18,150.00	\$ -
6.	Erosion Control	\$ 7,634.36	\$ 5,800.00			\$ 5,800.00	76%	\$ 1,834.36	\$ 580.00
7.	Clearing	\$ 27,289.84	\$ 27,289.84			\$ 27,289.84	100%	\$ -	\$ 2,728.98
8.	Pond Excavation	\$ 263,298.68	\$ 94,962.00	\$ 120,099.00		\$ 215,061.00	82%	\$ 48,237.68	\$ 21,506.10
9.	Earthwork	\$ 99,085.92	\$ 38,221.07	\$ 29,322.35		\$ 67,543.42	68%	\$ 32,342.50	\$ 6,754.34
10.	Grassing	\$ 10,138.00	\$ -			\$ -		\$ 10,138.00	\$ -
11.	Subsoil Stabilization	\$ 44,862.00	\$ -			\$ -		\$ 44,862.00	\$ -
12.	Limerock	\$ 86,210.00	\$ -			\$ -		\$ 86,210.00	\$ -
13.	Paving	\$ 48,840.00	\$ -			\$ -		\$ 48,840.00	\$ -
14.	Striping	\$ 6,114.44	\$ -			\$ -		\$ 6,114.44	\$ -
15.	Curb	\$ 63,360.00	\$ -			\$ -		\$ 63,360.00	\$ -
16.	Sidewalk	\$ 7,679.04	\$ -			\$ -		\$ 7,679.04	\$ -
17.	Storm Drain	\$ 150,063.68	\$ 16,784.39	\$ 98,731.91		\$ 115,516.30	77%	\$ 34,547.38	\$ 11,551.63
18.	Sewer	\$ 339,897.60	\$ 30,905.04	\$ 139,055.05		\$ 169,960.89	50%	\$ 169,936.71	\$ 16,996.09
19.	Water Main	\$ 170,709.68	\$ -	\$ 13,019.97		\$ 13,019.97	8%	\$ 157,689.71	\$ 1,302.00
20.	Reuse Main	\$ 138,178.82	\$ -	\$ 17,303.97		\$ 17,303.97	13%	\$ 120,874.85	\$ 1,730.40
21.	Lot Clearing	\$ 68,224.00	\$ 68,224.00			\$ 68,224.00	100%	\$ -	\$ 6,822.40
22.	Lot Earthwork	\$ 253,517.33	\$ 253,517.33			\$ 253,517.33	100%	\$ -	\$ 25,351.73
23.	Lot Grassing	\$ 38,530.80	\$ 38,530.80			\$ 38,530.80	100%	\$ -	\$ 3,853.08
24.	CO #1 Deductive Scope Change	\$ (360,272.13)	\$ (360,272.13)			\$ (360,272.13)	100%	\$ -	\$ (36,027.21)
25.						\$ -		\$ -	\$ -
26.						\$ -		\$ -	\$ -
27.						\$ -		\$ -	\$ -
28.						\$ -		\$ -	\$ -
29.						\$ -		\$ -	\$ -
30.						\$ -		\$ -	\$ -
	TOTAL----->	\$ 1,566,849.41	\$ 248,204.03	\$ 424,851.55	\$ -	\$ 673,135.58	43%	\$ 893,713.83	\$ 67,313.56

Eagle Landing Phase 6

11/27/2018

Tag 2	Division Code	Description	Pay Quantity	Unit Price	Unit of Measure	Total Price	Qty Installed Previous	Qty Installed This App	Qty Installed to Date	Total This Period	Total To Date	% Complete
01 ROW	00100	General Conditions	1.00	\$20,010.60	Lump Sum	\$20,010.60	0.3	0.1	0.4	\$2,001.06	\$8,004.24	40%
01 ROW	00100	Construction Entrance	1.00	\$4,448.12	Each	\$4,448.12	0.3	0.1	0.4	\$444.81	\$1,779.25	40%
	00100 Total					\$24,458.72				\$2,445.87	\$9,783.49	40%
01 ROW	00200	Payment & Performance Bonds	1.00	\$14,452.00	Lump Sum	\$14,452.00	1		1	\$0.00	\$14,452.00	100%
	00200 Total					\$14,452.00				\$0.00	\$14,452.00	100%
01 ROW	00300	NPDES Permit Compliance	1.00	\$4,254.97	Lump Sum	\$4,254.97	0.3	0.1	0.4	\$425.50	\$1,701.99	40%
01 ROW	00300	Maintain Silt Fence	5,800.00	\$1.33	Linear Feet	\$7,714.00	1000	750	1750	\$997.50	\$2,327.50	30%
01 ROW	00300	NPDES Reporting	8.00	\$423.32	Month	\$3,386.56	2	1	3	\$423.32	\$1,269.96	38%
	00300 Total					\$15,355.53				\$1,846.32	\$5,299.45	35%
01 ROW	00400	Surveying	1.00	\$30,263.10	Lump Sum	\$30,263.10	0.3	0.1	0.4	\$3,026.31	\$12,105.24	40%
	00400 Total					\$30,263.10				\$3,026.31	\$12,105.24	40%
01 ROW	00500	As Builts	1.00	\$18,158.00	Lump Sum	\$18,158.00	0		0	\$0.00	\$0.00	0%
	00500 Total					\$18,158.00				\$0.00	\$0.00	0%
01 ROW	00600	Silt Fence Type III (Regular)	5,800.00	\$1.00	Linear Feet	\$5,800.00	5800		5800	\$0.00	\$5,800.00	100%
01 ROW	00600	Inlet Protection	11.00	\$166.76	Each	\$1,834.36	0		0	\$0.00	\$0.00	0%
	00600 Total					\$7,634.36				\$0.00	\$5,800.00	76%
01 ROW	00900	Clear Right of Way, Easements, Ponds	3.00	\$3,411.23	Acre	\$10,233.69	3		3	\$0.00	\$10,233.69	100%
01 ROW	00900	Clearing For Stockpile	5.00	\$3,411.23	Acre	\$17,056.15	5		5	\$0.00	\$17,056.15	100%
	00900 Total					\$27,289.84				\$0.00	\$27,289.84	100%
01 ROW	01000	Dewater for Pond	94,398.00	\$0.39	Cubic Yard	\$36,815.22	35700	45150	80850	\$17,608.50	\$31,531.50	86%
01 ROW	01000	Pond Excavation	94,398.00	\$2.27	Cubic Yard	\$214,283.46	35700	45150	80850	\$102,490.50	\$183,529.50	86%
01 ROW	01000	Pond Sod	5,000.00	\$2.44	Square Yard	\$12,200.00	0		0	\$0.00	\$0.00	0%
	01000 Total					\$263,298.68				\$120,099.00	\$215,061.00	82%
01 ROW	01100	Stockpile Excess	66,373.00	\$0.64	Cubic Yard	\$42,478.72	35700	15250	50950	\$9,760.00	\$32,608.00	77%
01 ROW	01100	Strip Topsoil ROW	2,600.00	\$2.49	Cubic Yard	\$6,474.00	2000	600.00	2600	\$1,494.00	\$6,474.00	100%
01 ROW	01100	Bury in Pond ROW	2,600.00	\$1.58	Cubic Yard	\$4,108.00	2000	600.00	2600	\$948.00	\$4,108.00	100%
01 ROW	01100	Site Cut ROW	3,716.00	\$2.73	Cubic Yard	\$10,144.68	1000	2,716.00	3716	\$7,414.68	\$10,144.68	100%
01 ROW	01100	Place & Compact Fill ROW	6,485.00	\$1.16	Cubic Yard	\$7,522.60	1000	5,485.00	6485	\$6,362.60	\$7,522.60	100%
01 ROW	01100	Earthwork Density Testing	1.00	\$12,006.62	Lump Sum	\$12,006.62	0.15	0.15	0.3	\$1,800.99	\$3,601.99	30%
01 ROW	01100	Site Dewatering	1.00	\$3,084.15	Lump Sum	\$3,084.15	0.5	0.5	1	\$1,542.08	\$3,084.15	100%
01 ROW	01100	Final Dressout	15,000.00	\$0.58	Square Yard	\$8,700.00	0		0	\$0.00	\$0.00	0%
01 ROW	01100	Dress Behind Electric Contractor	1.00	\$5,367.15	Lump Sum	\$5,367.15	0		0	\$0.00	\$0.00	0%
	01100 Total					\$99,885.92				\$29,322.35	\$67,543.42	68%
01 ROW	01200	Right of Way Sod	1,450.00	\$2.44	Square Yard	\$3,538.00	0		0	\$0.00	\$0.00	0%
01 ROW	01200	Right of Way Seed and Mulch	15,000.00	\$0.44	Square Yard	\$6,600.00	0		0	\$0.00	\$0.00	0%
	01200 Total					\$10,138.00				\$0.00	\$0.00	0%
01 ROW	01300	Subgrade for Sidewalk	200.00	\$2.68	Square Yard	\$536.00	0		0	\$0.00	\$0.00	0%
01 ROW	01300	Subsoil Stabilization	7,400.00	\$5.99	Square Yard	\$44,326.00	0		0	\$0.00	\$0.00	0%
	01300 Total					\$44,862.00				\$0.00	\$0.00	0%
01 ROW	01400	6" Limerock	7,400.00	\$11.65	Square Yard	\$86,210.00	0		0	\$0.00	\$0.00	0%
	01400 Total					\$86,210.00				\$0.00	\$0.00	0%
01 ROW	01500	1" Asphalt Pavement	7,400.00	\$6.13	Square Yard	\$45,362.00	0		0	\$0.00	\$0.00	0%
01 ROW	01500	Prime Limerock	7,400.00	\$0.47	Square Yard	\$3,478.00	0		0	\$0.00	\$0.00	0%
	01500 Total					\$48,840.00				\$0.00	\$0.00	0%
01 ROW	01700	Striping & Signs	1.00	\$6,114.44	Lump Sum	\$6,114.44	0		0	\$0.00	\$0.00	0%
	01700 Total					\$6,114.44				\$0.00	\$0.00	0%

01 ROW	01800	18" Miami Curb & Gutter	6,600.00	\$9.60	Linear Feet	\$63,360.00	0		0	\$0.00	\$0.00	0%
	01800 Total					\$63,360.00				\$0.00	\$0.00	0%
01 ROW	02000	5' Sidewalk	1,600.00	\$3.66	Square Feet	\$5,856.00	0		0	\$0.00	\$0.00	0%
01 ROW	02000	A.D.A. Handicap Ramps	4.00	\$166.76	Each	\$667.04	0		0	\$0.00	\$0.00	0%
01 ROW	02000	A.D.A. Mats	40.00	\$28.90	Square Feet	\$1,156.00	0		0	\$0.00	\$0.00	0%
	02000 Total					\$7,679.04				\$0.00	\$0.00	0%
01 ROW	03000	Dewater Storm Drain	600.00	\$14.33	Linear Feet	\$8,598.00	160	440.00	600	\$6,305.20	\$8,598.00	100%
01 ROW	03000	Curb Inlet 0-6' Deep	10.00	\$2,466.33	Each	\$24,663.30	1	9.00	10	\$22,196.97	\$24,663.30	100%
01 ROW	03000	Storm Manhole 0-6' Deep	1.00	\$2,132.07	Each	\$2,132.07	0	1.00	1	\$2,132.07	\$2,132.07	100%
01 ROW	03000	Storm Top Adjustments	11.00	\$352.15	Each	\$3,873.65	0		0	\$0.00	\$0.00	0%
01 ROW	03000	Storm Inverts	11.00	\$418.17	Each	\$4,599.87	0		0	\$0.00	\$0.00	0%
01 ROW	03000	Underdrain Stubs from Inlets	480.00	\$21.78	Linear Feet	\$10,454.40	0		0	\$0.00	\$0.00	0%
01 ROW	03000	Core Ex. Inlet	1.00	\$1,820.67	Each	\$1,820.67	0	1.00	1	\$1,820.67	\$1,820.67	100%
01 ROW	03000	24" Mitered End Section	2.00	\$1,145.26	Each	\$2,290.52	1	1.00	2	\$1,145.26	\$2,290.52	100%
01 ROW	03000	15" RCP 0-6' Deep	249.00	\$46.09	Linear Feet	\$11,476.41	0	249.00	249	\$11,476.41	\$11,476.41	100%
01 ROW	03000	18" RCP 0-6' Deep	379.00	\$55.27	Linear Feet	\$20,947.33	0	379.00	379	\$20,947.33	\$20,947.33	100%
01 ROW	03000	24" RCP 0-6' Deep	641.00	\$68.00	Linear Feet	\$43,588.00	160	481.00	641	\$32,708.00	\$43,588.00	100%
01 ROW	03000	Roadway Underdrain	200.00	\$25.18	Linear Feet	\$5,036.00	0		0	\$0.00	\$0.00	0%
01 ROW	03000	Punch Out Storm Drain	1,269.00	\$1.78	Linear Feet	\$2,258.82	0		0	\$0.00	\$0.00	0%
01 ROW	03000	TV Storm Drain	1,269.00	\$6.56	Linear Feet	\$8,324.64	0		0	\$0.00	\$0.00	0%
	03000 Total					\$150,063.68				\$98,731.91	\$115,516.30	77%
01 ROW	04000	Dewater Gravity Sewer	3,089.00	\$16.14	Linear Feet	\$49,856.46	300	2000	2300	\$32,280.00	\$37,122.00	74%
01 ROW	04000	Type A Manhole 0-6' Deep	1.00	\$2,525.33	Each	\$2,525.33	0		0	\$0.00	\$0.00	0%
01 ROW	04000	Type A Manhole 6-8' deep	5.00	\$2,819.82	Each	\$14,099.10	0	1	1	\$2,819.82	\$2,819.82	20%
01 ROW	04000	Type A Manhole 8-10' deep	2.00	\$3,474.31	Each	\$6,948.62	0	2	2	\$6,948.62	\$6,948.62	100%
01 ROW	04000	Type A Manhole 10-12' deep	1.00	\$4,200.86	Each	\$4,200.86	0	1	1	\$4,200.86	\$4,200.86	100%
01 ROW	04000	Type A Manhole 12-14' deep	5.00	\$5,178.20	Each	\$25,891.00	2	3	5	\$15,534.60	\$25,891.00	100%
01 ROW	04000	Manhole Top Out	13.00	\$263.75	Each	\$3,428.75	0		0	\$0.00	\$0.00	0%
01 ROW	04000	Pour Inverts	13.00	\$241.47	Each	\$3,139.11	0		0	\$0.00	\$0.00	0%
01 ROW	04000	10" SDR 26 Sewer Main 6-8' Deep	360.00	\$36.22	Linear Feet	\$13,039.20	0	360	360	\$13,039.20	\$13,039.20	100%
01 ROW	04000	10" SDR 26 Sewer Main 12-14' Deep	1,049.00	\$48.36	Linear Feet	\$50,729.64	300	749.00	1049	\$36,221.64	\$50,729.64	100%
01 ROW	04000	8" SDR 26 Sewer Main 6-8' Deep	457.00	\$32.23	Linear Feet	\$14,729.11	0	395	395	\$12,730.85	\$12,730.85	86%
01 ROW	04000	8" SDR 26 Sewer Main 8-10' Deep	514.00	\$35.83	Linear Feet	\$18,416.62	0		0	\$0.00	\$0.00	0%
01 ROW	04000	8" SDR 26 Sewer Main 10-12' Deep	709.00	\$43.93	Linear Feet	\$31,146.37	0		0	\$0.00	\$0.00	0%
01 ROW	04000	6" SDR 26 Sewer Main 0-6' Deep	160.00	\$25.26	Linear Feet	\$4,041.60	0		0	\$0.00	\$0.00	0%
01 ROW	04000	PVC Fittings	1.00	\$889.36	Each	\$889.36	1		1	\$0.00	\$889.36	100%
01 ROW	04000	10" & 12" Boots for Manholes	12.00	\$77.32	Each	\$927.84	4	8	12	\$618.56	\$927.84	100%
01 ROW	04000	6" & 8" Standard Boots for Manholes	17.00	\$61.85	Each	\$1,051.45	0	2	2	\$123.70	\$123.70	12%
01 ROW	04000	Punch Out Sewer	3,249.00	\$1.78	LF	\$5,783.22	0		0	\$0.00	\$0.00	0%
01 ROW	04000	Sewer Services	77.00	\$969.20	Each	\$74,628.40	0	15	15	\$14,538.00	\$14,538.00	19%
01 ROW	04000	TV Test Sewer Main	3,249.00	\$4.44	Linear Feet	\$14,425.56	0		0	\$0.00	\$0.00	0%
	04000 Total					\$339,897.60				\$139,055.85	\$169,960.89	50%

01 ROW	07000	8" DR18 PVC Water Main	3,348.00	\$18.23	Linear Feet	\$61,034.04	0	410	410	\$7,474.30	\$7,474.30	12%
01 ROW	07000	8" Joint Restraints	32.00	\$152.05	Each	\$4,865.60	0	4	4	\$608.20	\$608.20	13%
01 ROW	07000	8" Sleeve	5.00	\$500.66	Each	\$2,503.30	0	1	1	\$500.66	\$500.66	20%
01 ROW	07000	8" Gate Valve	3.00	\$1,336.27	Each	\$4,008.81	0	1	1	\$1,336.27	\$1,336.27	33%
01 ROW	07000	8 x 8" Tee	1.00	\$539.85	Each	\$539.85	0		0	\$0.00	\$0.00	0%
01 ROW	07000	8 x 6" Tee	5.00	\$430.83	Each	\$2,154.15	0		0	\$0.00	\$0.00	0%
01 ROW	07000	8" 45 Bend	6.00	\$342.25	Each	\$2,053.50	0		0	\$0.00	\$0.00	0%
01 ROW	07000	8" 22.5 Bend	10.00	\$340.40	Each	\$3,404.00	0		0	\$0.00	\$0.00	0%
01 ROW	07000	6" DR18 PVC Water Main	50.00	\$14.80	Linear Feet	\$740.00	0		0	\$0.00	\$0.00	0%
01 ROW	07000	6" Gate Valve	5.00	\$898.39	Each	\$4,491.95	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Fire Hydrant	5.00	\$2,572.29	Each	\$12,861.45	0		0	\$0.00	\$0.00	0%
01 ROW	07000	8" Conflict	3.00	\$3,100.54	Each	\$9,301.62	0	1	1	\$3,100.54	\$3,100.54	33%
01 ROW	07000	1" Single Water Service	11.00	\$585.17	Each	\$6,436.87	0		0	\$0.00	\$0.00	0%
01 ROW	07000	2" Double Water Service	34.00	\$975.87	Each	\$33,179.58	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Sample Point	8.00	\$376.80	Each	\$3,014.40	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Locate Wire Box	6.00	\$245.96	Each	\$1,475.76	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Valve Box Installation	8.00	\$138.89	Each	\$1,111.12	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Punch Out for Water Main	3,398.00	\$1.78	Linear Feet	\$6,048.44	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Flushing & BT's for Water Main	3,398.00	\$0.89	Linear Feet	\$3,024.22	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Locate Wire Test for Water Main	3,398.00	\$0.51	Linear Feet	\$1,732.98	0		0	\$0.00	\$0.00	0%
01 ROW	07000	Pressure Test for Water Main	3,398.00	\$1.98	Linear Feet	\$6,728.04	0		0	\$0.00	\$0.00	0%
	07000 Total					\$170,709.68				\$13,019.97	\$13,019.97	8%
01 ROW	09000	8" DR18 PVC Reuse Main	3,123.00	\$17.94	Linear Feet	\$56,026.62	0	600	600	\$10,764.00	\$10,764.00	19%
01 ROW	09000	8" Joint Restraints	32.00	\$152.05	Each	\$4,865.60	0	6	6	\$912.30	\$912.30	19%
01 ROW	09000	8" Sleeve	5.00	\$500.66	Each	\$2,503.30	0	1	1	\$500.66	\$500.66	20%
01 ROW	09000	8 x 8" Tee	1.00	\$539.85	Each	\$539.85	0		0	\$0.00	\$0.00	0%
01 ROW	09000	8" 45 Bend	6.00	\$342.25	Each	\$2,053.50	0	2	2	\$684.50	\$684.50	33%
01 ROW	09000	8" 22.5 Bend	10.00	\$340.40	Each	\$3,404.00	0		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Gate Valve	3.00	\$1,336.27	Each	\$4,008.81	0	1	1	\$1,336.27	\$1,336.27	33%
01 ROW	09000	Locate Wire Box	6.00	\$148.73	Each	\$892.38	0		0	\$0.00	\$0.00	0%
01 ROW	09000	Valve Box Installation	3.00	\$138.89	Each	\$416.67	0		0	\$0.00	\$0.00	0%
01 ROW	09000	8" Conflict	2.00	\$3,106.24	Each	\$6,212.48	0	1	1	\$3,106.24	\$3,106.24	50%
01 ROW	09000	1" Single Water Service	5.00	\$585.17	Each	\$2,925.85	0		0	\$0.00	\$0.00	0%
01 ROW	09000	2" Double Water Service	39.00	\$975.87	Each	\$38,058.93	0		0	\$0.00	\$0.00	0%
01 ROW	09000	Punch Out for Reuse Main	3,123.00	\$1.78	Linear Feet	\$5,558.94	0		0	\$0.00	\$0.00	0%
01 ROW	09000	Flushing for Reuse Main	3,123.00	\$0.89	Linear Feet	\$2,779.47	0		0	\$0.00	\$0.00	0%
01 ROW	09000	Locate Wire Test for Reuse Main	3,123.00	\$0.56	Linear Feet	\$1,748.88	0		0	\$0.00	\$0.00	0%
01 ROW	09000	Pressure Test for Reuse Main	3,123.00	\$1.98	Linear Feet	\$6,183.54	0		0	\$0.00	\$0.00	0%
	09000 Total					\$138,178.82				\$17,303.97	\$17,303.97	13%

01 ROW Total						\$1,566,849.41				\$424,851.55	\$673,135.56	43%
Lots Earthwork												
02 Lots	00900	Clear Lots	20.00	\$3,411.20	Acre	\$68,224.00	20		20	\$0.00	\$68,224.00	100%
	00900 Total					\$68,224.00				\$0.00	\$68,224.00	100%
02 Lots	01100	Strip Topsoil Lots	21,200.00	\$2.61	Cubic Yard	\$55,332.00	21200		21200	\$0.00	\$55,332.00	100%
02 Lots	01100	Bury in Pond Lots	21,200.00	\$1.66	Cubic Yard	\$35,192.00	21200		21200	\$0.00	\$35,192.00	100%
02 Lots	01100	Site Cut Lots	22,213.00	\$2.73	Cubic Yard	\$60,641.49	22213		22213	\$0.00	\$60,641.49	100%
02 Lots	01100	Place & Compact Fill Lots	47,469.00	\$1.16	Cubic Yard	\$55,064.04	47469		47469	\$0.00	\$55,064.04	100%
02 Lots	01100	Fine Grade Building Pads	87,570.00	\$0.54	Square Yard	\$47,287.80	87570		87570	\$0.00	\$47,287.80	100%
	01100 Total					\$253,517.33				\$0.00	\$253,517.33	100%
02 Lots	01200	Seed and Mulch Lots	87,570.00	\$0.44	Square Yard	\$38,530.80	87570		87570	\$0.00	\$38,530.80	100%
	01200 Total					\$38,530.80				\$0.00	\$38,530.80	100%
02 Lots	01100	Scope Change	1.00	-\$360,272.13	Lump Sum	-\$360,272.13	\$1.00		1	\$0.00	-\$360,272.13	100%
	Change Orders					-\$360,272.13				\$0.00	-\$360,272.13	100%
02 Lots Total						\$0.00				\$0.00	\$0.00	
Project Total						\$1,566,849.41				\$424,851.55	\$673,135.56	

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 382,366.40, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through April 30, 2019 on the job of South Village CDD to the following described property:

Project: Eagle Landing Phase 6 Utility
Location: Middleburg, FL 32068
Invoice#: 5674-4

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: April 30, 2019

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043

Phone: 904-291-5330

By: Steven Jordan

Printed Name: Steven Jordan
Title: Chief Financial Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 30 day of April 2019 by **Steven Jordan of Vallencourt Construction Co., Inc.**, a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification _____ Type of Identification _____

Sandra R. Day
Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



REQUISITION FORM

South Village CDD
2019 BONDS-CONSTRUCTION FUND

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** 017
- (B) **Payee:** ETM
- (C) **Amount Payable:** \$2,714.00
- (D) **Invoice:** Invoice 0190097
- (E) **SVCDD** Series 2019 CONSTRUCTION BONDS

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

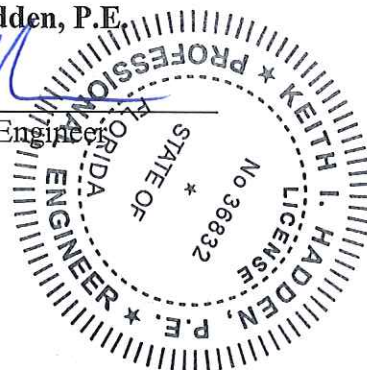
By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.

Consulting Engineer





West Side
Westbank Dev. Co., Inc.
12510-91130

WS WB Holdings, LLC
14700 Village Square Place
Midlothian, VA 23112

April 9, 2019
Project No: 19002.00000
Invoice No: 0190097

Project 19002.00000 Eagle Landing Phase 6 - CEI Services

Professional Services rendered through March 30, 2019

Task 01 Professional Services

Professional Personnel

			Hours	Rate	Amount
Inspector					
Hicks, Sommer	3/30/2019		23.00	118.00	2,714.00
Totals			23.00		2,714.00
Total Labor					2,714.00
Total this Task					\$2,714.00

	Current	Prior	To-Date
Total Billings	2,714.00	10,993.32	13,707.32
Contract Limit			54,138.48
Remaining			40,431.16
Invoice Total this Period			\$2,714.00

Outstanding Invoices

Number	Date	Balance
0189597	1/31/2019	969.32 ✓
0189768	2/28/2019	3,478.00
0189979	3/31/2019	6,546.00 ✓
Total		10,993.32
Total Now Due		\$13,707.32

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
11775 Oak St. Augustine Road • Jacksonville, Florida 32226 • Tel 904-842-9090 • Fax 904-846-9185
CA-00002541 LG-0000016

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** 018
- (B) **Payee:** EILAND & ASSOCIATES, INC.
- (C) **Amount Payable:** \$1,095.00
- (D) **Invoice:** 46012 **Oakland Hills Plat**
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

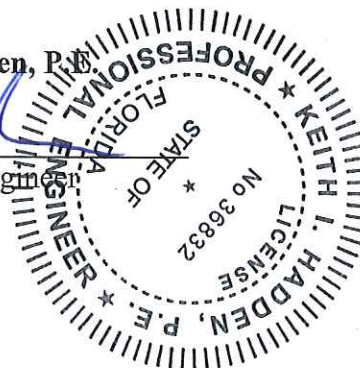
By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.

Consulting Engineer





**615 Blanding Boulevard
Orange Park, FL 32073-6312
Ph. (904) 272-1000 Fax (904) 272-5443**

West Side
Westbrook Dev. Co, Inc
12510 - 91080 Dev 5/2/19

Terms
Due on receipt

Payments not received within 30 days from invoice date are subject to a finance charge of 1.5% per month.
Payments not received within 90 days from invoice date are subject to a lien being filed on the above captioned property.

Eiland and Associates, Inc.

From: Notifications <notifications@claycountygov.com>
Sent: Monday, March 18, 2019 1:56 PM
To: TRACEY@EILANDSURVEYING.COM
Subject: Clay County Payment Receipt

EILNAD & ASSOCIATES INC--31062
TRACEY@EILANDSURVEYING.COM

3/18/2019 1:51:20 PM

615 BLANDING BLVD
, 32073

Key	Description	Amount
PLAT-2018000014	Plat Review	\$770.00

Oakland Hills at Eagle Landing

Payment Type	CheckNumber/ Transaction ID	Amount	Convenience Fee(cc only)
Check	# 31062	\$770.00	\$.00

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** **019**
- (B) **Payee:** **HADDEN ENGINEERING, INC.**
- (C) **Amount Payable:** **\$1,575.00**
- (D) **Invoice:** **5857**
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.


**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

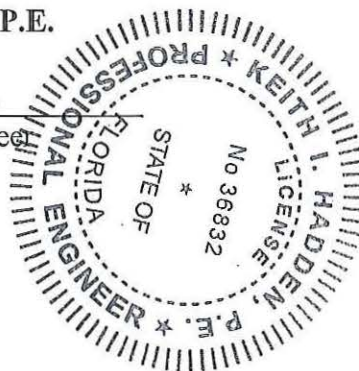
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Keith I. Hadden, P.E.



Consulting Engineer



POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006
(904) 269-9999

Date	Invoice #
4/24/2019	5857

Bill To	
WS WB Holdings LLC c/o Dean G. Vincent, P.E., V.P. 14700 Village Square Place Midlothian, VA 23112 dvincent@eastwestp.com	

Get rid
wonder
split into
inverses

		P.O. No.	Terms
		HEI-18002-2	Due on receipt
Description	Qty	Rate	Amount
OTHER SERVICES NOT PART OF CONTRACT:			
Clay County Board of County Commissioner Traffic Review and Concurrency fee		950.00	950.00
Buckholz Traffic Study for Phase I and II		2,200.00	2,200.00
50% SVCDD 2019 Construction Bonds WS WB Holdings, LLC (ES WB LLC Holdings LLC)		1575 1575	
		Total	50% of \$3,150.00
		Payments/Credits	\$0.00
		Balance Due	\$3,150.00

Due ~~\$3,150.00~~
\$ 1575.00

HADDEN ENGINEERING INC

P O Box 9509

Fleming Island, FL 32006

2893

88-465/637

DATE April 15, 1981 GENCOY ARCH

PAY
TO THE
ORDER OF

City County Board of County Comm

None Withdrawal; lobby and

\$ 950.00

DOLLARS

Photo
Back
of
check



REGIONS

FOR Withdrawal - District Two - Tallahassee County

[Signature]

⑆00002603⑆ ⑆053104668⑆ 006274040⑆⑆



BUCKHOLZ TRAFFIC
3585 KORI ROAD
JACKSONVILLE, FLORIDA 32257
(904) 886-2171 jwbuckholz@aol.com

March 26, 2019

Invoice #18 1522 B1

Ms. Linda Hadden
Hadden Engineering, Inc.
P.O. Box 9509
Fleming Island, Florida 32006-0030

Re: Westbank Traffic Study (Phases I and II)
Total Fee = \$2200

Engineering Study (100% Complete)	\$ 2200.00

AMOUNT DUE:	\$ 2200.00
	=====

We appreciate the opportunity to be of service.

Sincerely,

Jeffrey W. Buckholz

Jeffrey W. Buckholz, P.E., PTOE
Principal

PAID
4/15/19
AW 2605
\$2,200.00

Linda Hadden

From: shughes@eastwestp.com
Sent: Wednesday, May 22, 2019 12:03 PM
To: Linda Hadden
Cc: 'Dean Vincent'
Subject: Inv#5857 needs to be reissued
Attachments: INV 5857-WSWB needs to be reissued.pdf

Hey Linda

The attached invoice needs to be deleted and reissued as two separate invoices

50% Bonds

WS WB Holdings, LLC \$1,575.00 – this will be paid via Bonds so please complete a requisition – copy me please!
ES WB Holdings, LLC \$1,575.00 – send bill to us – we will pay directly

Thanks so much... let me know if you have any questions.

Today is a Good Day for a Good Day!!

Susan Hughes
East West Partners
804-523-4108 Office
Internal Extension 2241
804-523-4109 Fax
804-839-0103 Cell

*then ESWB
will be
reimbursed
when Bonds
for East Side
are issued!*

cc: Linda Bossinger

REQUISITION FORM

South Village CDD **2019 BONDS-CONSTRUCTION FUND**

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition No.:** **020**
- (B) **Payee:** **HADDEN ENGINEERING, INC.**
- (C) **Amount Payable:** **\$9,900.00**
- (D) **Invoice:** **5855**
- (E) **SVCDD** **Series 2019 CONSTRUCTION BONDS**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

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Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

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Linda Hadden

To: Dean Vincent
Subject: RE: inv 5855
Attachments: 201905300538.pdf; 201905300540.pdf

From: Dean Vincent [<mailto:dvincent@eastwestr.com>]
Sent: Wednesday, May 29, 2019 11:01 PM
To: Linda Hadden
Subject: Re: inv 5855

I have the invoice.. my question to Keith was had you already received this signed off...

we approved this I thought the first week of May and I gave it to him for you to do a requisition

Thank you

Sent from my iPhone

On May 29, 2019, at 8:42 PM, Linda Hadden <lindahadden@haddeneng.com> wrote:

Dean,
Here you go!

LH

Linda Hadden
Project Coordinator
lindahadden@haddeneng.com

HADDEN ENGINEERING, INC.
POST OFFICE BOX 9509
FLEMING ISLAND, FL. 32006-0030
Office: 904.269.9999
Direct Line: 904.635.9169

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Hadden Engineering, Inc. The information is intended only for the use of the person to whom it is addressed. Any other interception, copying, accessing or disclosure of this message is prohibited. If you have received this message in error, please immediately notify Hadden Engineering, Inc. and purge this message received. Do not forward this message without permission. FOR INFORMATION PURPOSES ONLY: Any files transmitted with this e-mail are intended solely for information purposes only. Hadden Engineering, Inc assumes no liability for any use of electronic drawing files. Signed and sealed documents supersede any electronic file. Hadden Engineering, Inc. is not responsible to the recipient for compatibility with the recipient's hardware and/or software. It is imperative that user check this data for virus.

HADDEN ENGINEERING, INC.

POST OFFICE BOX 9509
 FLEMING ISLAND, FL 32006
 (904) 269-9999

Invoice

DATE	INVOICE #
4/24/2019	5855

BILL TO
WS WB Holdings, LLC c/o Dean G. Vincent, P.E./V.P. 14700 Village Square Place Midlothian, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
March 20 - April 23, 2019

		PROJECT NO.		PROJECT		
		HEI-18002 WEST		WESTBANK S/D		
CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
WEST SIDE:						
TASK 1 - MASTER PLANNING	2,500.00	2,500.00	100.00%	0.00%	100.00%	0.00
TASK 2 - SURVEY SERVICES						0.00
Task 2A and 2B (Owner to Provide)						0.00
Task 2C (Plat Assistance)	4,000.00	2,400.00	60.00%	40.00%	100.00%	1,600.00
TASK 3 - ENGINEERING, CONSTRUCTION AND BID DOCUMENTS						0.00
Task 3A (Horizontal Control)	8,000.00	7,200.00	90.00%	10.00%	100.00%	800.00
Task 3B (Drainage Plan)	10,000.00	9,000.00	90.00%	10.00%	100.00%	1,000.00
Task 3C (Grading Plan)	10,000.00	9,000.00	90.00%	10.00%	100.00%	1,000.00
Task 3D (Roadway Plan Profiles)	8,000.00	7,200.00	90.00%	10.00%	100.00%	800.00
Task 3E (Construction Details)	2,000.00	1,500.00	75.00%	25.00%	100.00%	500.00
Task 3F (Construction Specifications)	2,000.00	1,500.00	75.00%	25.00%	100.00%	500.00
Task 3G (Drainage Calcs)	10,000.00	7,500.00	75.00%	25.00%	100.00%	2,500.00
Task 3H (Water and Waste-water Utilities)	8,000.00	6,800.00	85.00%	15.00%	100.00%	1,200.00
Task 3I (Plan preparation for	2,500.00	2,500.00	100.00%	0.00%	100.00%	0.00
				Total		



HADDEN ENGINEERING, INC.

POST OFFICE BOX 9509
 FLEMING ISLAND, FL 32006
 (904) 269-9999

Invoice

DATE	INVOICE #
4/24/2019	5855

BILL TO
WS WB Holdings, LLC c/o Dean G. Vincent, P.E./V.P. 14700 Village Square Place Midlothian, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
March 20 - April 23, 2019

PROJECT NO.	PROJECT
HEI-18002 WEST	WESTBANK S/D

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
first Submittal)						
TASK 4 - PERMIT ASSISTANCE						0.00
Task 4A (Clay County)	4,250.00	4,250.00	100.00%	0.00%	100.00%	0.00
Task 4B (SJRWMD)	6,750.00	6,750.00	100.00%	0.00%	100.00%	0.00
Task 4C (CCUA)	4,000.00	4,000.00	100.00%	0.00%	100.00%	0.00
Task 4D (Submittal)	1,000.00	1,000.00	100.00%	0.00%	100.00%	0.00
TASK 5 - BIDDING PROCEDURES						0.00
Task 5A - 5C	4,000.00	4,000.00	100.00%	0.00%	100.00%	0.00
TASK 6 - CONSTRUCTION PHASE SERVICES						0.00
Task 6A - 6E as Requested						0.00
TASK 7 - MISCELLANEOUS SERVICES						0.00
Reimbursable expense not to Exceed	5,000.00	6,977.55	139.55%	0.00%	139.55%	0.00
				Total	\$9,900.00	



C.



Clay County Utility Authority

3176 Old Jennings Road
Middleburg, Florida 32068-3907
Telephone (904) 272-5999
Facsimile (904) 213-2498
www.clayutility.org

*Working together to protect
public health, conserve our
natural resources, and
create long-term value for
our ratepayers.*

May 20, 2019

South Village Community Development District
Attn: Dean Vincent
3973 Eagle Landing Parkway
Orange Park, Florida 32065-264

Re: Letter Agreement for the installation of one 1-inch reclaimed irrigation water meter located at 875 Tynes Boulevard, Orange Park, Clay County, Florida.

Dear Mr. Vincent:

This is to advise you (Developer) that the Clay County Utility Authority (CCUA) will provide the installation of the reclaimed irrigation water meter to the above-referenced location for a total charge of \$7,199.68. This charge is derived as follows:

Reclaimed Water Capacity Charge: (\$300.00 x 14.50 ERCs)	\$ 4,350.00 *
Debt Service Charge: (\$167.00 x 14.50 ERCs)	\$ 2,421.50
Reclaimed Meter Installation Charge	\$ 312.68 **
Plan Review Charge	\$ 77.00
Inspection Charge	\$ 38.50
Total:	\$ 7,199.68

* - Includes 14.50 ERCs for reclaimed irrigation water based upon 3,953.43 AGPD for the project.

** - Includes one 1-inch reclaimed irrigation meter without meter box.

It shall be Developer's responsibility to apply to Utility for service after the installation of the reclaimed water meter. Upon completion of application for reclaimed water service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to Developer's Property. This meter shall be billed to Developer as a **reclaimed water only** account.

All of the provisions in the original Developer Agreement CU18/19-3, dated November 16, 2018, entitled *Tynes Boulevard Reclaimed Irrigation Water Service*, will remain in full force and effect.

If the above is acceptable to you, please acknowledge same by signing in the space provided below and return the executed Letter Agreement to us, along with payment for same, and we will process a Work Order for the above-referenced meter installation.

Please feel free to contact David Rawlins at (904) 213-2410, if you have any questions or require any additional information.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Accepted by:
South Village Community Development District

David Rawlins

David Rawlins
Service Availability Manager
DR/jmc
cc: CCUA Job File

Print Name: _____
Title: _____
Date: _____

D.



Michael A. Vallencourt
President

Frank Vallencourt
Executive Vice-President

Marcus McInarnay
Vice-President

Sixty Years of Service to Northeast Florida

TITLE: Eagle Landing Phase 6

DATE: 5/10/2019

PROJECT: Electrical Plan

JOB #: 2018-65

TO: Dean Vincent

Change # 2

WB Investment Company
3973 Eagle Landing Parkway
Orange Park, FL 32065
Phone: 904-291-7200

Fax: dvincent@eastwestr.com

Item #	Description	Qty.	Units	Unit Price	Total
1	Electrical Sleeves	1	LS	\$ 93,270.00	\$ 93,270.00
Total					\$ 93,270.00

Notes: Per Clay Electrical Co-op specifications and Plans dated 12-18-2018

Contract Time To Be Extend _____ Days	
The Original Contract Sum Was	\$ 1,927,121.54
Net Changed by Previously Authorized Requests and Change Orders	\$ (360,272.13)
The Contract Sum Prior to This Change Order was	\$ 1,566,849.41
The Contract Sum Will be Increased	\$ 93,270.00
The New Contract Sum Including This Change Order	\$ 1,660,119.41

AGREED:

**Vallencourt Construction
Company, Inc.**

By: _____

Date: _____

Change Order 1

Item #	Description	Qty.	Units	Unit Cost	Total
1	Survey and Layout	1	Lump Sum	\$ 4,500.00	\$ 4,500.00
2	Install Conduit	1	Lump Sum	\$88,770.00	\$ 88,770.00

\$ 93,270.00

April 16, 2019

First Coast Electric, LLC

P.O. Box 441149
Jacksonville, Florida 32222-0012
Office: (904) 779-5491 Fax: (904) 779-5733



To:

VALLENCOURT CONSTRUCTION, INC
1701 BLANDING BLVD
MIDDLEBURG, FL 32068
ATTN: **MIKE VALLENCOURT**

PHONE: (904) 291-9330
DATE: 4/16/19
JOB NAME: EAGLE LANDING 6 SECTION 1-A
JOB LOCATION: CLAY COUNTY

Job Description

PROPOSAL FOR UGE AT EAGLE LANDING 6 SECTION 1A PER DRAWINGS PROVIDED TO US BY VALLENCOURT CONSTRUCTION

- 1) FURNISH AND INSTALL 2.5" SCH 40 PVC FOR PRIMARY
- 2) FURNISH AND INSTALL 2.5" SCH 40 PVC FOR (69) LOTS FOR SECONDARY
- 3) FURNISH 2.5" PIPE FOR 23 STREET LIGHTS
- 4) BUILD (18) TRANSFORMERS PER CLAY ELECT STANDARDS
- 5) BUILD (2) FUSE CABINETS PER CLAY ELECT STANDARDS
- 6) INCLUDES TRENCHING AND BACKFILL.
- 7) ELECTRICAL PERMIT INCLUDED.

PRICE DOES NOT INCLUDE SURVEYING, DE WATERING, OR FINISH GRADING, OR DIRECTIONAL BOREING

Total Estimated Job Cost	\$73,500.00
---------------------------------	--------------------

All material is guaranteed to be as specified. All work to be completed in a workmanlike

manner according to standard practices. Any alteration or deviation from above

specifications involving extra cost will be executed only upon written orders, and will

become an extra charge over and above the estimate. All guarantees contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

Authorized **TOM ANDREWS**

Signature _____

TOM ANDREWS

Acceptance of proposal _____

This proposal may be withdrawn by us
if not accepted within 15 days.

Date of acceptance _____

April 24, 2019

First Coast Electric, LLC

P.O. Box 441149

Jacksonville, Florida 32222-0012

Office: (904) 779-5491 Fax: (904) 779-5733



To:

VALLENCOURT CONSTRUCTION, INC

1701 BLANDING BLVD

MIDDLEBURG, FL 32068

ATTN: **MIKE VALLENCOURT**

PHONE: (904) 291-9330

DATE: 4/24/19

JOB NAME: EAGLE LANDING 6 SECTION 1-b

JOB LOCATION: CLAY COUNTY

Job Description

PROPOSAL FOR UGE AT EAGLE LANDING 6 SECTION 1A PER DRAWINGS PROVIDED TO US BY VALLENCOURT CONSTRUCTION

- 1) FURNISH AND INSTALL 2.5" SCH 40 PVC FOR PRIMARY
- 2) FURNISH AND INSTALL 2.5" SCH 40 PVC FOR (8) LOTS FOR SECONDARY
- 3) FURNISH 2.5" PIPE FOR (1) STREET LIGHTS
- 4) BUILD (2) TRANSFORMERS PER CLAY ELECT STANDARDS
- 5) INCLUDES TRENCHING AND BACKFILL.
- 6) ELECTRICAL PERMIT INCLUDED.

PRICE DOES NOT INCLUDE SURVEYING, DE WATERING, OR FINISH GRADING, OR DIRECTIONAL BOREING

Total Estimated Job Cost

\$7,200.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike

manner according to standard practices. Any alteration or deviation from above

specifications involving extra cost will be executed only upon written orders, and will

become an extra charge over and above the estimate. All guarantees contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

Authorized

TOM ANDREWS

Signature _____

TOM ANDREWS

Acceptance of proposal _____

This proposal may be withdrawn by us
if not accepted within 15 days.

Date of acceptance _____

SIXTH ORDER OF BUSINESS



ORDER FORM TO MASTER SERVICES AGREEMENT

1. Customer Information	
Customer: South Village Community Development District	Contact: James Hahn
Address: 3989 Eagle Landing Pkwy, Orange Park, FL 32065	Phone: (904) 637-0648
	E-Mail: james.hahn@honourgolf.com
2. Subscription Services	
Services: User Licenses (20), POS Licenses (9), Membership, AP, GL, Master Report Generator, Inventory, POS – Credit Card interface, POS – EZLinks Tee Time Interface, JAM Activity Tracking and Front Desk Check-in, JAM Banquet & Events Management (3 Users), Document Management, Gift Certificates/Credit Book, JPEG/JMAIL.	
3. Subscription Services Fee and Initial Term	
Subscription Services Fee for Initial Service Term: \$ <u>12,406.25</u> , payable in advance, subject to the terms of Section 8 (Payment Terms) herein.	Initial Service Term: (12) Months
4. Currency	
Specify currency: \$USD	
5. Additional Terms	
a) DEPOSIT of \$6,203.13, to follow signed agreements based on (50%), of the 1 st year support fee. b) DEPOSIT check to be made out to, "Jonas Software USA LLC", and mailed to our lock box at this exact address (JONAS Software USA LLC, Box No. 3476, P.O. Box 8500, Philadelphia, PA 19178-3476).	
6. Professional Services	
(a) Training hours required: <u>N/A</u> hours, which will be provided at an hourly/daily rate of \$125.* Training rates are subject to adjustment from time to time. (b) If Licensee cancels a scheduled and confirmed training session within [thirty (30)] days prior to a training session, then Licensee will be responsible for any airline ticket penalties that Licensor incurs, as well as any other purchased travel expenses.	
* The "Estimated Install/Setup and Training – 100 hours" as it appears on the Budgetary Jonas Proposal form is an estimated price and the Customer will be billed for installation and training only as incurred.	

Jonas Club Software
 8133 Warden Avenue, Suite 400
 Markham, ON
 L6G 1B3
 1.888.789.9073



This Order Form is only valid and binding on the parties when executed by both parties and is contingent on Supplier and Customer executing Supplier's form of Master Services Agreement, either in connection herewith or previously. This Order Form is subject to the terms and conditions of such Master Services Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party's signature) will be deemed the date of this Order Form.

JONAS SOFTWARE USA LLC

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Signature:

Signature:

Name:

Paul Gillard
Vice President - Jonas Club

Name:

Chris Payton

Title:

Title:

Chairman, Board of Supervisors

Jonas Club Software
8133 Warden Avenue, Suite 400
Markham, ON
L6G 1B3
1.888.789.9073



MASTER SERVICES AGREEMENT

This Agreement effectively made, 05 / 21 / 2019, the "Effective Date", between:

Name and Address of Licensor:

Jonas Software US LLC, ("Licensor"), a Delaware Limited Liability Company, with offices at:

330 South Warminster, Suite 360

Hatboro, PA

19040

Name and Address of Licensee:

South Village Community Development District, a local unit of special-purpose government ("Licensee"), with its principal place of business at:

3989 Eagle Landing Pkwy

Orange Park, FL

32065

This Agreement includes and incorporates the above Order Form, the attached Terms and Conditions, the Budgetary Jonas Proposal, and the attached Addendum to Master Services Agreement (collectively, this "Agreement"). This Agreement represents the complete agreement between Licensor and Licensee concerning Licensee's use of the Subscription Services (as defined herein) and all related matters and supersedes all prior agreements, negotiations, or understandings between Licensor and Licensee in any way relating to these matters. This Agreement may not be modified except by a later written agreement signed by both parties.

By executing a copy of this Agreement or by using or accessing the Subscription Services through any means, Licensee acknowledges and agrees that: (i) It has reviewed and understands this Agreement; (ii) It agrees to be legally bound by the terms and conditions of this Agreement; and (iii) Its use of the Subscription Services and any related products or services will be governed by this Agreement.

JONAS SOFTWARE USA LLC

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Signature:

Signature:

Name:

Paul Giffard
Vice President - Jonas Club

Name:

Chris Payton

Title:

Title:

Chairman, Board of Supervisors

[The remainder of this page has deliberately been left blank. Terms and conditions follow.]

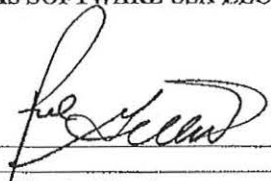
Jonas Club Software
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1.888.789.9073

**ADDENDUM TO MASTER SERVICES AGREEMENT BETWEEN
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT ("LICENSEE")
AND JONAS SOFTWARE USA LLC ("LICENSOR")**

This Addendum ("Addendum") supplements and governs the agreement referenced above ("Agreement"). To the extent that the provisions of this Addendum conflict with the provisions of the Agreement, Terms and Conditions, or any portions of the Agreement thereof, the parties agree that this Addendum shall control:

- A. Licensor understands and acknowledges that all travel shall be in accordance with the Licensee's Travel Reimbursement Policy and pursuant to the provisions of Section 112.061, *Florida Statutes*.
- B. Licensor understands and acknowledges that Licensee's payment process is governed by the Florida Prompt Payment Act.
- C. Notwithstanding anything in the Agreement to the contrary, Licensee may terminate this Agreement without cause upon thirty (30) days written notice to the Licensor. Upon termination of the Agreement, Licensor shall invoice the Licensee for fees, charges, and reimbursable expenses accrued up to the effective date of the termination notice, and Licensee shall pay the invoiced amount promptly upon receipt of such invoice.
- D. Licensor understands and agrees that all documents of any kind provided to the Licensee or to Licensee's staff in connection with the work contemplated under the Agreement are public records and shall be treated as such in accordance with Florida law. Licensor agrees to comply with the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by this reference. Furthermore, Licensor understands and agrees that the Licensee shall not be liable for releasing any public records or information in compliance with Chapter 119, *Florida Statutes*.
- E. Licensor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the Licensee's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- F. Licensor agrees that unless specific written approval is given, the Licensor shall not have permission to use any trademark, logo and/or trade names of Licensee within the Licensor's promotional and marketing materials.
- G. Licensor agrees that the Agreement shall be governed by the laws of State of Florida and further agrees that the location of arbitration shall be in Clay County, Florida.

JONAS SOFTWARE USA LLC

By: 
Its: Paul Gillard
Date: Vice President - Jonas Club

SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT

Chairperson Board of Supervisors

Date: 05.20.19

TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties agree hereto have caused this Agreement to be executed as of the Effective Date. The parties agree as follows:

1. Rights Granted & Permitted Use

Upon and subject to receipt of payment by Licensor of the applicable initial license, set-up and training fees set out in the Order Form(s), as well as any applicable annual fee, Licensor will grant to Licensee for use in connection with its internal business operations a limited, non-exclusive, non-transferrable license to the Software and Documentation, subject to the Permitted Use and the terms set forth in this Agreement. Licensee's rights to use the Software and Documentation are limited to the Term and subject to the payment of applicable annual fees. Any Updates (provided pursuant to Section 6 (Annual License, Updates and Technical Support)) will form part of the Software and will be subject to rights granted in this Agreement. Licensee may permit its employees, agents and contractors to use the Software for purposes permitted pursuant to this Agreement and Licensee will be responsible for their compliance in accordance with the terms of this Agreement. Licensee may make a reasonable number of copies of the Software for testing, archival and/or back-up purposes, to be used only when the primary copies of the Software are not operational. All legends, trademarks, trade names, copyright marks and other proprietary notices included in the original copies of the Software must be maintained as part of any and all testing, archival, back-up or other copies of the Software made by Licensee. All rights not expressly granted to Licensee hereunder are reserved by Licensor. Licensee acknowledges that the Software may require activation by way of an activation key on initial installation and from time to time based on certain events, including, without limitation, Updates and changes to hardware on which the Software is installed. Licensee acknowledges that the activation keys and internal controls in the Software do not necessarily restrict usage to the Permitted Use and do not necessarily ensure compliance with this Agreement.

2. License Restrictions

Licensee agrees (a) subject to any non-waivable rights Licensee may enjoy under applicable law, not to decompile, disassemble, reverse engineer, or otherwise attempt to derive the Software's source code from the object code; (b) not to modify, enhance, change the data structures for or create derivative works from, the Software, (c) not to rent, lease, sell, sublicense or otherwise transfer the Software to third parties; (d) not to make the Software available in any form to any person other than Licensee's employees, agents and contractors whose job performance requires such access; and (e) to use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the Software. Licensee shall not allow access to the Software by any service bureau, third party outsourcer, or other similar third party service provider unless Licensor consents to such access in writing.

3. Ownership of Intellectual Property; Customer Input

As between Licensor and Licensee, Licensor retains all title, ownership, and intellectual property rights in and to the Software and Documentation, and all developments by Licensor in connection with this Agreement. Licensee acknowledges and agrees that it is only licensing the right to use Licensor's Software and Documentation and that no sale or other transfer of any title or ownership or any proprietary interest of any kind to such Software or Documentation is contemplated hereunder, other than the sale of the limited licenses as expressly granted herein. Except as specified in Section 1 (Rights Granted & Permitted Use) or as expressly authorized in writing by Licensor and, subject to any non-waivable rights Licensee may enjoy under applicable law, Licensee shall not allow for any duplicates or reproduction of the Software to be made and, upon the termination of this Agreement, shall promptly (and no later than within thirty (30) days of termination) return to Licensor all originals and copies of the Software or provide validation that the Software has been permanently deleted from all of Licensee's systems and destroyed.

Licensor shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any Customer Input. Licensor shall have no obligation to make Customer Input an Update. Licensee shall have no obligation to provide Customer Input.

4. Use of Logo for Promotional and Marketing Materials

Unless indicated otherwise in the applicable Order Form, Licensee provides Licensor with permission to use its trademark, logo and trade name ("Branding") within Licensor's promotional and marketing materials. Licensor is granted no other right to the Branding and acknowledges that it shall not gain any proprietary interest in the same. Licensor is under no obligation to make use of, or to provide compensation for, the right or permission granted by Licensee to the Branding. Licensor shall be the exclusive owner of all right, title, and interest, including copyright in its promotional and marketing materials. The permission to use the Branding may be terminated at any time by Licensee by providing thirty (30) days' written notice to Licensor. Upon such termination, Licensor shall refrain from future use of the Branding; however, Licensor may continue to distribute and use the promotional and marketing materials where Licensee's Branding has been previously printed prior to the notice of termination and where such placements cannot be discontinued or altered without Licensor incurring a penalty.

5. Implementation, Training and Consulting

If so indicated in the Order Form(s), Licensor will provide to Licensee implementation, training services and/or consulting services to Licensee. Unless otherwise specifically noted in the applicable Order Form, training will be held during weekdays. Licensor's installation and training personnel will have expertise and actual experience in the application area designed for installation at Licensee's site. Licensee acknowledges that Services are scheduled on a first come, first served basis, and shall be mutually agreed upon by Licensor and Licensee subject to Licensor's availability. Should Licensee require rescheduling of confirmed installation and training service appointment, Licensor will make commercially reasonable efforts to accommodate Licensee's request. If Licensee cancels a scheduled and confirmed training session, Licensee will be responsible for Licensor's standard cancellation fees and any other charges as specified in the applicable Order Form. If the parties agree that training will be provided on-site at Licensee's facility, Licensee will: (i) provide and have properly prepared and set up an adequate training room or space; and (ii) at least one (1) week prior to scheduled training, have the hardware loaded with the operating system software and the Software, with all being adequately tested on-site. All travel and related expenses necessitated by training, implementation, and/or consulting services being rendered by Licensor hereunder at Licensee designated sites will be reimbursed by Licensee to Licensor. Such travel and related expenses will include reasonable coach class airfare, transportation to and from Licensee site, lodging, meals and miscellaneous (e.g. tips, tolls, etc.) and may include travel time at Licensor's standard travel rate. Unless otherwise specified in the Order Form, all phases/sessions of training must be completed within six (6) months from receipt of the Software, or all prepaid training fees will be forfeit. Upon Licensee's request, Licensor will provide further services to train any additional Licensee personnel on the features, operation, and use of the Software, at Licensor's standard price list per diem rates in effect at the time such training is requested by Licensee. Additional services that are required as a result of Licensee's action, inaction or failure to meet its obligations, including delays or wait time caused by issues related to Licensee's hardware and software, shall be billable to Licensee and will be invoiced at Licensor's then-current rates.

6. Licensee Responsibilities

Within a reasonable period of time following the execution of this Agreement, and prior to the commencement of installation of the Software, Licensee shall appoint a member of its staff to act as its project lead. The project lead will serve as the main contact for Licensor's personnel in connection with any installation activities, disseminate information from Licensor to the various departments at Licensee's operation, as applicable and relay any required information to Licensee personnel in a timely manner. If the implementation affects multiple areas of Licensee's operations, then it shall also appoint a team comprised of management level staff from those operational areas involved in the installation to act as its project team. The project lead and/or project team, as applicable, shall have primary responsibility for the coordination and execution of the installation. The project lead and/or the project team shall: (a) have a clear understanding of the general manager's or other top-ranking executive's vision and purchasing decision for the installation of the Software and shall communicate this vision to all levels of Licensee's staff; (b) be familiar with and involved in Licensee's daily operations; (c) be Licensee's primary decision-makers, within their respective areas of operational responsibility, for any policies and procedures which may be involved in the implementation of the Software; (d) report to the general manager or other top-ranking manager as it relates to the responsibilities of installation coordination; (e) ensure that the minimum system requirements set forth in in the Order Form(s), related Documentation and/or the applicable exhibit have been met or exceeded;

(f) serve as liaison with other third party vendors who are involved in the installation process; and (g) be present during all phases of the installation and training process to include attendance at all designated training classes and ensure attendance of staff at scheduled training sessions.

Licensee shall enter all data required for installation of the Software and shall be responsible for the integrity of such data. Licensor shall not have any liability for any Licensee data, including for data that Licensor personnel may enter in an effort to assist Licensee or any errors made in such efforts to assist Licensee. Licensor reserves the right to refuse to do data entry and Licensee agrees that Licensee is solely responsible for providing sufficient staff to perform any data entry required for the installation of the Software.

Licensee shall assume full responsibility for (i) the content of any database, (ii) the selection and implementation of controls on its access and use of the Software, (iii) the security of stored data and (iv) configuration data associated with the implementation of the Software.

7. Annual License, Updates and Technical Support

During the Term, and in consideration of the Fees being paid by Licensee in accordance with the terms of this Agreement, Licensor will provide, in a timely manner and without additional charge to the annual fee, the following to Licensee:

- (a) Annual renewal of the right to "use" under license, as provided in Section 1 (Rights Granted & Permitted Use), the Software, Documentation, and related materials;
- (b) Commercially reasonable efforts to correct any Errors reported to it by Licensee, provided such Errors relate to the proper functioning of the Software and have not been caused by negligence on the part of Licensee, a computer malfunction, Third Party Materials or other causes external to the Software; and further provided that Licensee acknowledges and agrees that not all Errors are capable of being corrected;
- (c) Updates to the Software that Licensor makes generally available to its licensees, and Documentation as reasonably necessary for the proper function and continued material conformity of the Software with the applicable Documentation. Licensee agrees to install all Updates to the Software made available by Licensor within ninety (90) days following such availability. If Licensee fails to install any such Update, Licensor reserves the right to stop all implementation, training and support services until Licensee installs such Update. Any programs which provides new functionality or expand the function of the Software and are regarded as New Products by Licensor, and for which Licensor separately charges other customers, are not covered by this Agreement, but may be offered to Licensee for license on terms consistent with this Agreement; and
- (d) Access to Licensor's technical support hotline during the hours set out in the applicable Order Form, subject to any other terms and conditions indicated in the applicable Order Form.

Outside of the hours set out in the applicable Order Form, non-emergency telephone support will be charged to Licensee at Licensor's then-current rates and any additional terms and conditions set forth in the Order Form will apply. Licensee acknowledges and agrees that telephone support is intended to address specific problems experienced by Licensee relating to the Software, and is not intended to train Licensee's employees or to support third party products ("Other Assistance"). Licensor will advise Licensee during a telephone support session if Licensor considers such telephone support to constitute Other Assistance. Following such notice, if Licensee wishes for the telephone support session to continue, Licensee will pay for such Other Assistance based on Licensor's then-current rates. In connection with the provision of technical support, Licensor may be required to access Licensee's system to diagnose, and to resolve, certain issues. To the extent Licensee supplies remote access facilities, Licensee will be responsible to ensure such facilities are secure and readily available. Licensee hereby consents and agrees that Licensor may access the Software by way of remote access for such purposes. Unless otherwise provided for in the Order Form, Licensor will not be responsible for providing technical support of Hardware or the related operating system and configuration. Licensee agrees that Licensor will not be responsible for providing Hardware installation specifications (including those regarding cabling, power, space, etc.), or for the installation, operation, maintenance or technical support of Hardware.

Licensor's obligation to provide support is subject to the following conditions: (i) Licensee uses the Software only in accordance with the terms and conditions of the Agreement; (ii) Software Implementation, training, re-implementation, and

system audit services must be provided by Licensor's employees or Licensor's Authorized Representatives; (iii) Licensee has not modified or altered the Software; (iv) Licensee has not authorized independent interfacing of third party components to the Software, or relevant database, particularly third party components that write to the database, without the express prior written consent of Licensor; (v) the Software, and the equipment on which it operates, is operated in accordance with the Documentation; (vi) the equipment on which the Software operates is in good operating condition; (vii) Licensee implements all Updates on a timely basis and no later than ninety (90) days subsequent to the availability of the Updates; (viii) Licensee obtains, maintains, and updates, as required, third party programs and such other software as is necessary for the proper operation of the Software; and (ix) Licensee provides reasonable access to its systems (and, if applicable, such access is to be provided in accordance with the specifications set forth in the Documentation and the applicable exhibits) so as to enable Licensor to provide the technical support services, including, but not limited to, by way of telecommunications, internet or other remote access to the server environment in which the Software resides or such other method reasonably acceptable to Licensor. All time and materials expended by Licensor resulting from Licensee's breach of such conditions shall be billed to Licensee at Licensor's standard time and materials rates. Support provided pursuant to this Section relates to the Software and the Updates only. Unless, and only to the extent that, Licensor and Licensee have expressly agreed for Licensor to provide hardware support pursuant to the Order Form, should the problems that arise be the result of hardware malfunction, Licensor will advise Licensee to have the hardware/network repaired. Support resulting from hardware/network problems will be billed to Licensee at Licensor's then-current hourly rates.

8. Interfaces

Software interfaces to third party vendor systems may be available, as indicated in the Documentation. To the extent such third party vendor system interfaces are available, Licensor shall install the Software interfaces as agreed between the parties on the Order Form. Licensee shall act as a liaison between Licensor and any third party vendor(s) with which the Software shall interface. Licensee shall have its third party vendor available at the time that Licensor is scheduled to install the interface and in order to assist with installation, as required by Licensor. Transactions processed by a third party vendor system may be subject to separate licensing requirements. Licensee acknowledges and agrees that it has the sole obligation to obtain, or cause its third party vendor to obtain, any and all such licenses.

9. Custom Development and Enhancement Requests

This Agreement does not include any programming services for new software development or software modifications. Such work, if negotiated and agreed to between Licensor and Licensee, shall be the subject of a separate agreement for development services between the parties. The fees, payment terms and delivery schedules related to such work shall be as outlined in such agreement for development services, and are independent of Software or services provided under this Agreement. Licensee acknowledges that Licensor is not a contract development organization, but rather Licensor is a software developer that licenses its Software within specified industries. As such, Licensee further acknowledges that the Software is a major and valuable asset of Licensor's business and, as such, Licensor shall have complete control of the design and development of the Software, including Updates to the Software. Therefore, Licensor has the right, and sole discretion, to reject any request for enhancement or modification to the Software by Licensee. Should Licensee require modification of any standard forms incorporated into the Software or design of new forms, any such customization work shall be contracted for separately at Licensor's then-current rates.

10. Payment Terms

Licensee agrees to pay to Licensor all Fees as set out in the Order Form(s). All Fees are payable in accordance with the terms set out in, and in the currency specified in, the Order Form(s). Unless otherwise indicated on the invoice, all invoices are due upon receipt. Fees stated in the Order Form are exclusive of Taxes. Other than as provided for pursuant to Section 15 (Indemnification), Licensor does not provide credits or refunds for Fees already due or paid. If Licensee wishes to decrease its Permitted Use of the Software, Licensee must notify Licensor sixty (60) days in advance. If Licensee wishes to increase its Permitted Use of the Software, Licensee must notify Licensor in advance and pay any applicable Fees.

Any invoice disputes must be initiated by Licensee in good faith and in writing; Licensee will be entitled to notify Licensor of any invoice dispute by the date that

is thirty (30) days following the date of the applicable invoice, after which time the invoice shall be deemed to be accepted by Licensee and will be due and payable in full. If Licensee initiates a dispute with regard to a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Licensor and Licensee agree to use reasonable efforts to address and attempt to resolve any invoice dispute within thirty (30) days after Licensor's receipt of Licensee's notice to Licensor regarding such dispute.

With regard to any undisputed invoiced amount that is not paid when due, Licensor reserves the right to charge, and Licensee agrees to pay, a late payment fee on the unpaid balance from the due date until paid (whether before or after judgment) equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. If it is determined that Licensor properly charged any amount disputed and withheld by Licensee, the late fee will be assessed and paid on the disputed, withheld amount.

Licensee acknowledges that Licensor reserves the right to suspend or interrupt Licensee's use of the Software, cease providing Updates and/or suspend delivery of technical support to Licensee for any period during which any Fees due in accordance with the terms of this Agreement remain unpaid for fifteen (15) days after Licensor provides advanced written notice (including by way of email) of such unpaid Fees to Licensee. In such event, Licensor shall not be precluded from exercising any additional remedies that might be available to it under the terms of this Agreement or otherwise.

11. Taxes; Customs

Licensee will be responsible for paying all Taxes (other than taxes associated with Licensor's net income or Licensor's authority to do business in a particular jurisdiction), as well as for obtaining any necessary permissions related to the importation and use of the Software, Third Party Software and/or Hardware. If Licensor has a legal obligation to pay or collect Taxes for which Licensee is responsible under this Agreement, the appropriate amount shall be computed based on Licensee's address listed in the Order Form and invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the applicable governmental authority at least five (5) business days prior to the due date of the applicable Licensor invoice. All Fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, Licensee is required by law to withhold any Taxes from Fees, Licensee shall gross up its payments to Licensor so that Licensor receives Fees in full and free of any such deductions. Licensee shall, upon request of Licensor, provide to Licensor proof that Taxes have been paid, if such payment is not made to Licensor directly. If Licensor pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions or other requirements, then Licensee shall promptly reimburse Licensor for all such amounts in full.

12. Hardware Purchase

If Licensee so elects, Licensee shall purchase Hardware at the price indicated in the Order Form or, if at a later date, at the then-current standard prices in effect at the time the order is placed. All Hardware will be shipped F.O.B. origin. Licensee shall be responsible for all Delivery Costs. Payment by Licensee of Delivery Costs shall be due and payable upon its receipt of Licensor's invoice.

13. Title to the Products

Subject to the second paragraph of this Section 13, with respect to Third Party Software and/or Hardware purchased from Licensor by Licensee hereunder (collectively, the "Products"), and in the case of Third Party Software, the media on which such Products are contained and the license thereto, all risk therein shall pass to Licensee upon shipment F.O.B. from the manufacturer's facility. Licensor reserves, and Licensee hereby grants to Licensor, a security interest in all Products sold under this Agreement to secure payment of all applicable Fees until the applicable Fees have been paid in full. A copy of this Agreement may be filed, or Licensor may apply for any registration, or give any notification, in connection with the security interest, with, to or on appropriate authorities or registers in any jurisdiction at any time before or after execution by Licensee including a financing statement in order to perfect and/or register Licensor's security interest in the Products. Licensee agrees to execute and deliver any additional document or instrument and provide all other assistance as Licensor may reasonably request from time to time to establish, perfect, register, give effect to and/or enforce Licensor's security interest in the Products applicable in Licensee's place of business. Licensor shall not, unless any requirement or obligation cannot be lawfully excluded, be obliged to comply with any requirement or obligation of any law in connection with the security interest, including without limitation giving to

Licensee any notice of any form or making any disclosure. Licensee shall maintain sufficient insurance and shall bear the responsibility of insurance for Products from the time it leaves the manufacturer's facility until the applicable Fees have been paid in full. For greater certainty, Licensee acknowledges and agrees that Licensor never sells but only licenses the right to "use" its Software, Documentation, and related materials, and that no sale or other transfer of any title or ownership or any proprietary interest of any kind whatsoever in or to such Software, Documentation, or related materials is contemplated hereunder.

Where the governing law of this Agreement is that of England and Wales, then this second paragraph of Section 13 shall apply in place of the first paragraph of Section 13. The legal and beneficial title to the Products, or in the case of Third Party Software, legal and beneficial title to the media, shall remain vested in Licensor and shall not pass to Licensee until the purchase price for such Products has been paid in full and received by Licensor. Until payment in full has been received by Licensor and title to the Products passes: Licensor may require Licensee to deliver up to Licensor all Products in its possession and if Licensee fails to do so promptly, Licensor shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Products; Licensor and its agents and employees shall be entitled for such purpose at any time and without the need to give notice enter upon any property upon which the Products or any part are stored, or upon which Licensor reasonably believes them to be kept; Licensee shall hold the Products as bailee and store or mark the Products in a manner reasonably satisfactory to Licensor indicating that title to the Products remains vested in Licensor; Licensee shall take all reasonable care of the Products; and Licensee shall insure the Products to their full replacement value, and arrange for Licensor to be noted on the policy of insurance as the loss payee. Irrespective of whether title to the Products remains vested in Licensor, risk in the Products shall pass to Licensee upon delivery.

14. Confidentiality

By virtue of this Agreement, the parties may have access to the other party's Confidential Information. The parties will hold each other's Confidential Information in confidence. With respect to all Confidential Information other than Software and Documentation provided by Licensor, such obligation shall terminate three (3) years after termination of this Agreement. With respect to the Software and Documentation provided by Licensor, such obligation is perpetual. The parties will not make each other's Confidential Information available in any form to any third-party for any purpose except to the extent necessary to exercise its rights under this Agreement and will treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case less than a reasonable degree of care. The parties agree that the limitations of liability contained herein shall not apply to any disclosure of Software or Documentation in breach of this provision and that any such breach shall terminate the rights to such Software and Documentation granted to Licensee under this Agreement.

Confidential Information may only be disclosed to those employees or agents who are required to access it in furtherance of this Agreement and who are required to protect such Confidential Information against unauthorized disclosure. Licensor and Licensee shall each implement and enforce policies and contractual obligations with its employees, agents and subcontractors to ensure its employees, agents and subcontractors protect the Confidential Information as required pursuant to this Section 14. It shall not be a breach of this Section 14 if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided that the party served with such process promptly notifies, to the extent legally permissible, the other party and provides reasonable assistance so that the other party may seek, at its own cost and expense, a protective order against public disclosure.

The parties recognize and agree that monetary damages are an inadequate remedy for breach of the obligations set forth in this Section 14 and further recognize that any breach would result in irreparable harm to the non-breaching party. In the event of such a breach, the non-breaching party may seek injunctive relief from a court of competent jurisdiction to pursue those remedies available to it.

15. Indemnification

Licensor will indemnify, defend and hold Licensee Indemnified Parties harmless from, at its expense, any action brought against Licensee Indemnified Parties by a third party based upon a claim that Licensee's use of the Software within the scope of these Terms and Conditions and the Order Form(s) infringes a United States, Canadian, United Kingdom, European Union, Australian or New Zealand patent or copyright issued to or held by a third party, or misappropriates a trade secret of

such third party; provided that Licensee notifies Licensor promptly in writing of such claim, provides Licensor with the sole control and authority to defend or settle such action or claim, and gives Licensor the authority, information and assistance necessary to settle or defend such claim.

In the event a claim of infringement is made, or Licensor believes that such a claim is likely to be made, then Licensor shall at its expense: (a) procure the right for Licensee to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (c) if neither (a) or (b) above is commercially practical, then at Licensor's sole option, terminate this Agreement upon three (3) months written notice, and either issue to Licensee a credit equal to, or promptly refund to Licensee, the annual fee for the then-current annual period, less an appropriately prorated amount for use, reflecting the number of months during which Licensee enjoyed uninterrupted use of the Software during that annual period.

Notwithstanding the foregoing, Licensor shall have no obligation to defend Licensee or to pay any costs or legal fees for any action, claim or settlement, based upon: (a) use of a version of the Software that was not, at the time that the claim arose, the current unaltered version of the Software provided by Licensor hereunder, including, without limitation, failure of Licensee to install Updates containing modifications to make the Software non-infringing; (b) combination, operation, integration or interfacing of the Software with Third Party Materials, other than Third Party Materials or Third Party Software with which the Software was intended to operate as specified in the Documentation associated with the Software if such claim would not have arisen but for such combination, operation, integration or interfacing (regardless of whether or not Licensor has advised Licensee that such use would likely result in a claim of infringement by a third party); (c) use of the Software in a manner other than as authorized by the Documentation, the Order Form(s) or these Terms and Conditions; (d) Licensor's compliance with the designs, plans, or specifications furnished by or on behalf of Licensee; (e) modifications to the Software by any person other than Licensor or its authorized agents or subcontractors; or (f) Licensee's failure to accept any procured right to continue using the Software.

THE FOREGOING STATES LICENSOR'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

Licensee shall defend, indemnify and hold harmless Licensor Indemnified Parties from and against any and all third party claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable legal fees, arising from or related to the exclusions (a) through (f) set out in the third paragraph of this Section 15.

16. Warranties; Disclaimer of Warranties

Licensor warrants the Software will operate substantially in accordance with the specifications set forth in the Documentation when delivered to Licensee for a period of ninety (90) days after the Go-Live Date provided that the Software is used on the computer hardware equipment and with third party software programs which meet Licensor's minimum requirements as set forth in the Order Form(s) or exhibit, as applicable. Licensee's exclusive remedy and Licensor's sole liability for breach of this warranty shall be for Licensor to use commercially reasonable efforts to correct such Errors. Without limitation, Licensor shall have no liability to Licensee or any third party arising out of Licensee's failure to back-up the Software and the related data.

Licensor hereby represents that it has the authority of each manufacturer or producer of Hardware and Third Party Software which are, if applicable, subject to this Agreement to sell the same to Licensee. Licensee acknowledges that Licensor is not the manufacturer or producer and therefore makes no warranties, conditions, representations or guarantees, express or implied, concerning Hardware or Third Party Software, as applicable. So far as possible, Licensor hereby assigns to Licensee the manufacturer's and producer's warranties, if any, applicable to the Hardware and Third Party Software, and Licensee hereby accepts such assignment and agrees that its sole remedies are included thereunder. Licensor makes no representations regarding the validity or enforceability of any such manufacturer's or producer's warranty.

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 16 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, THIRD PARTY SOFTWARE AND HARDWARE, AS APPLICABLE, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED,

INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR OR THAT THE SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, MAINTENANCE OR HARDWARE WILL MEET ALL OF LICENSEE'S REQUIREMENTS. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY SERVICES PROVIDED WITH OR AS PART OF THE SOFTWARE, HARDWARE OR RELATED SERVICES. LICENSOR'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN LICENSOR OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN OR ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Nothing in this Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, representation, warranty, condition or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, representation, warranty, condition or other term is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "Non-Excludable Provision"), and Licensor is able to limit Licensee's remedy for a breach of the Non-Excludable Provision, then the liability of Licensor for breach of the Non-Excludable Provision is limited to one or more of the following, at Licensor's option: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

The parties agree that it is Licensee's responsibility to determine whether the Software is suitable for Licensee's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever.

17. Limitation of Liability

EXCEPT FOR LIABILITY ARISING (i) FROM LICENSEE'S BREACH OF SECTION 2 (LICENSE RESTRICTIONS) AND ANY DISCLOSURE BY LICENSEE OF SOFTWARE OR DOCUMENTATION IN BREACH OF SECTION 14 (CONFIDENTIALITY), (ii) UNDER SECTION 15 (INDEMNIFICATION) OR (iii) FOR PERSONAL INJURY, DEATH, FRAUD OR FRAUDULENT MISREPRESENTATION:

(A) LICENSOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO THE SOFTWARE, THE THIRD PARTY SOFTWARE, THE HARDWARE OR ANY RELATED SERVICES WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM; AND

(B) NEITHER PARTY WILL BE LIABLE FOR:

(i) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE SOFTWARE, THE THIRD PARTY SOFTWARE, THE HARDWARE OR ANY RELATED SERVICES; OR

(ii) ANY LOSS OF REVENUE, PROFITS, GOODWILL OR DATA, OR DATA USE (INCLUDING AS A RESULT OF A VIRUS), BUSINESS INTERRUPTION, FAILURE TO REALIZE AN EXPECTED SAVING, CORRUPTION OF DATA, OR CLAIMS AGAINST THEM BY ANY THIRD PARTY,

EVEN IF THE PARTIES ARE ADVISED, OR MAY REASONABLY SUPPOSED TO HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE AND WILL APPLY TO ALL ORDER FORMS, SCHEDULES, ADDENDA, AGREEMENTS

AND ATTACHMENTS RELATED TO THIS AGREEMENT.

THE FOREGOING LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN LICENSOR AND LICENSEE AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

18. Term and Termination

- (a) Term. The initial term of this Agreement will commence on the Effective Date and will continue thereafter for the period as set out in the Order Form(s) ("Initial Term") unless terminated earlier by Licensor or Licensee in accordance with the terms of this Agreement. This Agreement will automatically renew for additional one (1) year periods (or for periods of the length specified in the applicable Order Form) (each being a "Renewal Term" and, collectively, with the Initial Term, the "Term") unless either party provides the other party with ninety (90) days written notice prior to the conclusion of the Initial Term or the Renewal Term, as applicable. All terms and conditions hereof shall remain in effect during any Renewal Term, except as the parties otherwise expressly agree to in writing.
- (b) Failure to Pay Annual Fee. In the event that Licensee fails to pay the applicable annual fees when due, Licensor reserves the right to elect to take one of the following courses of action (without limiting Licensor's other available remedies): (i) notify Licensee that this Agreement will immediately expire (or has expired) effective as of the expiration of the then-current annual license period; or (ii) allow this Agreement to renew for another renewal period, in which event, the applicable annual license fees for such renewal period will continue to be payable; provided, however, that if Licensor does not affirmatively notify Licensee that alternative (i) or (ii) has been selected, then alternative (ii) will apply.
- (c) Early Termination. Licensee understands that Licensor has undertaken significant implementation and investment costs which are intended to be amortized over the Initial Term of this Agreement. In consideration of the costs and the pricing structure acknowledged and accepted in the Order Form(s), Licensee agrees to pay liquidated damages if Licensee elects early termination during the Initial Term. The liquidated damages for such early termination will be the value of the Fees for the remainder of the Initial Term, along with any outstanding fees for additional modules and services ordered but not yet paid for by Licensee since the date of this Agreement. These liquidated damages are due and payable in a lump sum on the date of termination of the Agreement. Licensee acknowledges that the actual damages likely to result from a breach of the Initial Term by Licensee are difficult to ascertain and that the foregoing liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.
- (d) Termination by Licensor. Subject to Section 18(b) (Failure to Pay Annual Fee), Licensor has the right to terminate the license granted under this Agreement if Licensee is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, it will be deemed a Licensee default under this Agreement if Licensee fails to pay any amount when due hereunder. Licensor may terminate this Agreement immediately if: (i) Licensee breaches Section 2 (License Restrictions); or (ii) Licensee becomes insolvent, a receiver, administrator, controller or a liquidator is appointed to Licensee, Licensee assigns any of its property for the benefit of creditors or any class of them or any proceedings have been commenced by or against Licensee under any bankruptcy, insolvency or similar laws.
- (e) Termination by Licensee. Licensee has the right to terminate this Agreement if Licensor is in default of any term or condition herein, and fails to cure such default within thirty (30) days after receipt of written notice of such default or if Licensor becomes insolvent or any proceedings are to be commenced by or against Licensor under any bankruptcy, insolvency or similar laws.
- (f) Effect of Termination. Upon termination of this Agreement for any reason, any and all amounts owed to Licensor pursuant to this Agreement will be immediately due and payable, and all license rights granted to Licensee hereunder will be immediately revoked and terminated. Following the termination of this Agreement, the Sections titled "Ownership of Intellectual Property; Customer Input," "Payment Terms," "Taxes; Customs," "Confidentiality," "Indemnification," "Warranties; Disclaimer of Warranties," "Limitation of Liability," "Audit," "Governing Law" and "General" will continue in full force and effect in accordance with their terms. Within ten (10) days following termination, Licensee will cease using and will securely

destroy or return to Licensor all copies of the Software, Documentation and any applicable copies thereof in accordance with Section 3 (Ownership of Intellectual Property; Customer Input; Data) and confirm the same to Licensee in writing by a duly authorized officer.

19. Audit

During the Term, Licensee shall maintain complete and accurate books, records, policies, and procedures (collectively "Books and Records") sufficient to confirm Licensee's compliance with these Terms and Conditions and the Order Form(s), including without limitation compliance with Permitted Use, and payment of Fees to Licensor. During the Term and for a period of one (1) year thereafter, Licensee shall permit Licensor (or an independent representative engaged by Licensor), upon thirty (30) days prior written notice, to audit (each an "Audit") Licensee's Books and Records and deployment of the Software to the extent reasonably necessary to verify Licensee's compliance with the terms, conditions, and restrictions of this Agreement, at such times during Licensee's regular business hours as Licensor may reasonably request. Licensor may exercise its right to audit no more frequently than one (1) time each calendar year. If any Audit should disclose any underpayment of Fees, Licensee shall promptly pay Licensor such underpaid amount (whether before or after judgment), together with interest thereon at a rate of one and one-half percent (1.5%) per month during which each such amount was owed and unpaid, or the highest interest rate allowed by law, whichever is lower. If the amount of such underpayment exceeds five percent (5%) of amounts otherwise payable, then Licensee shall reimburse Licensor for Licensor's reasonable and customary audit expenses. The rights and obligations set forth in this Section 19 shall survive termination or expiration of the Term (as such term is defined in Section 18(a)) for a period of one (1) year from such termination or expiration.

20. Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all schedules and Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement with immediate effect upon written notice. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement.

21. Governing Law

The law that will apply to any question of interpretation regarding this Agreement, any question of the existence of this Agreement, or a lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on the country of incorporation or organization, as applicable, of Licensee, and will be determined as follows:

Licensee Country of Incorporation:	Governing Law:	Courts Having Jurisdiction:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	The laws of the State of New York and the federal laws of the United States applicable in that state.	New York City, New York
Canada	The laws of the Province of Ontario and the laws of Canada applicable in that province.	Toronto, Ontario
The United Kingdom or Another Country in	The laws of England and	England and Wales

Licensee Country of Incorporation:	Governing Law:	Courts Having Jurisdiction:
Europe, the Middle East or Africa	Wales.	
Australia or a Country in Asia or the Pacific Region	The laws of the State of New South Wales and the laws of the Commonwealth of Australia applicable in that state.	Sydney, Australia

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and, subject to the availability of injunctive relief pursuant to Section 14 (Confidentiality) and to Section 22 (Dispute Resolution), to the jurisdiction of the applicable courts above. The parties exclude the operation of the United Nations Convention on Contracts for the International Sale of Goods.

22. Dispute Resolution

Upon any dispute, controversy or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith in an effort to resolve the dispute over a period of thirty (30) days. If the dispute is not resolved in this thirty (30) day period, a party may submit the dispute to binding arbitration. Licensee shall select an arbitrator from a list of three (3) arbitrators to be provided by Licensor to Licensee, each of which shall be skilled in the legal and business aspects of the software industry. The parties agree that the arbitrator's fee shall be shared equally between the parties and that each party shall be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration shall be conducted in the English language and shall take place in accordance with arbitration rules and in the location set forth in the below chart, depending on the country of incorporation or organization, as applicable, of Licensee:

Licensee Country of Incorporation:	Applicable Arbitration Rules:	Location of Arbitration:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Commercial Arbitration Rules of the American Arbitration Association	New York City, New York
Canada	Canadian Arbitration Association	Toronto, Ontario
The United Kingdom or Another Country in Europe, the Middle East or Africa	London Court of International Arbitration	London, England
Australia or a Country in Asia or the Pacific Region	Australian Centre for Commercial Arbitration	Sydney, Australia

The foregoing provision shall not limit the ability of a party to seek injunctive relief.

23. General.

- (a) **Export Compliance.** The Software, Products and related services, and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Licensee shall not permit access or use of the Software or Products in a U.S.-embargoed country, EU-embargoed country, or United Nations-embargoed country or in violation of any other applicable embargo, export law or regulation.
- (b) **Anti-Corruption.** Licensee has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Licensor's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, Licensee will use reasonable efforts to promptly notify Licensor.
- (c) **Modifications.** This Agreement may not be modified except in writing signed by both parties.
- (d) **Subcontractors.** Licensor reserves the right to make use of subcontractors to provide services and to use such means as Licensor, in its sole discretion, considers appropriate. Licensor's use of subcontractors shall not relieve it of its obligations under this Agreement.
- (e) **Independent Contractor.** The relationship of the parties established by this Agreement is that of independent contractors. This Agreement does not establish an agency, joint venture or partnership relationship between Licensor and Licensee. Licensor and its personnel, agents, Licensors, and Licensor's Authorized Representatives, are acting as independent contractors and not as employees or agents of Licensee. Nothing in this Agreement will be construed to permit either party to bind the other or to enter into obligations on behalf of the other party.
- (f) **Non-Solicitation.** During the Term of this Agreement and for a period of one (1) year following the termination of this Agreement, each party hereto agrees not to solicit, recruit or employ any employee of the other party without the prior written consent of the Chief Executive Officer, President or Director of the other party. For purposes of this section, the terms "employee," shall include any person with such status at any time during the six (6) months preceding any solicitation in question. For the avoidance of doubt, the foregoing restriction shall not apply to the following forms of solicitation (and resulting employment): (i) a party using general bona fide solicitations directed at the public or industry participation in general in publications or internet resources not specifically targeted at employees of the other party, or employing any person who responds to such solicitations; (ii) using search firms, or hiring any persons solicited by such search firms, so long as such firms are not advised by a party to solicit employees of the other party; or (iii) soliciting any person who has left the employment of the other party prior to the date of this Agreement.
- (g) **Severability.** If any provision contained herein or part thereof is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof shall be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof shall be and remain in full force and effect.
- (h) **Headings.** The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.
- (i) **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Licensor shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Licensor's signatory of this Agreement. Notices to Licensee shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Licensee's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.
- (j) **Waiver.** No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement

will be effective unless made in writing. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement.

- (k) Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the parties and their representatives with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- (l) Third party rights. A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.
- (m) Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this

24. Definitions and Interpretation.

The definitions and rules of interpretation in this Section shall apply to this Agreement.

- (a) The following capitalized terms shall have the meanings ascribed to them in this section:

"Affiliate"	Includes any entity or association controlled by, controlling or under common control with a party and for the purposes of this definition, the term "control" shall mean (i) the ownership of more than fifty percent (50%) of the voting shares of the subject entity or association; (ii) the right or power, directly or indirectly, to elect or remove directors; or (iii) the right or power to control management.
"Audit"	Has the meaning set out in Section 19.
"Branding"	Has the meaning set out in Section 4.
"Books and Records"	Has the meaning set out in Section 19.
"Confidential Information"	All tangible or intangible information and materials, in any form or medium, including, but not limited to, all of the following, whether or not patentable: information that is clearly designated or identified as confidential by appropriate letter or by a proprietary stamp or legend; all information disclosed orally or visually, or other form of tangible information without an appropriate letter or a proprietary stamp or legend, if it would be apparent to a reasonable person familiar with the party's business and industry in which it operates, that such information is of a confidential nature; Software and the Documentation; documentation and other information related to hardware specifications, components lists, suppliers and the like; any scientific or technical design, drawing, process, technique or procedure; trade secrets; information related to business plans, forecasts, sales and marketing plans, Licensees, pricing and finances; Licensee data contained in the Software databases; the conduct of the other party in performing this Agreement; and the terms and conditions of this Agreement. Confidential Information will not include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third-party without restriction on disclosure; or (iv) is independently developed by or for the other party without use of or reference to the other party's Confidential Information, as evidenced by files from the time of such independent development.
"Customer Input"	Suggestions, enhancement requests, recommendations or other feedback provided by Licensee, its employees, contractors and agents relating to the operation or functionality of the Software.
"Delivery Costs"	Costs related to the delivery of Hardware or Third Party Software, including insurance, packaging, shipping, freight and other delivery-related costs.
"Documentation"	Licensor-supplied related hard-copy or electronically reproducible technical and user documents associated and provided with the Software.
"Error"	Reproducible error of the Software which prevents the use of the Software as described in the specifications set forth in the Documentation.
"Fees"	License fees, implementation and training fees, annual license and maintenance fees, amounts payable in respect of Hardware and all other fees due hereunder.
"Go-Live Date"	The date on which Licensee first uses the Software to process its daily business relative to the functions that the Software automates.

Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

- (n) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a Portable Document Format (PDF), or by using a web-based e-signature platform such as DocuSign or Echosign, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page or e-signature was an original thereof.

"Hardware"	Hardware products produced by third party manufacturers which Licensor buys from such manufacturers or distributors for resale to its licensees (to the extent available), including, but not limited computer hardware and point of sale devices.
"Initial Term"	Has the meaning set out in Section 18(a).
"Licensee Indemnified Parties"	Licensee and its Affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns.
"Licensee Sites"	The physical location or address where Licensee utilizes the Software for the Permitted Use, as set out on the applicable Order Form(s).
"Licensor Indemnified Parties"	Licensor and its Affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns.
"Licensor Authorized Representatives"	Licensor's authorized representatives who, by written authorization from Licensor, may have authorization to sell, install, or provide training in respect of the Software.
"New Product"	Any new feature, module or enhancement to the Software that Licensor markets and licenses for additional fees separately from Updates.
"Order Form"	A separate document provided by Licensor, agreed to by the parties to, and governed by, this Agreement, by which Licensee orders licenses and services. Additional Order Forms executed by the parties with respect to additional licenses, Products and services will form part of this Agreement.
"Other Assistance"	Has the meaning set out in Section 7.
"Permitted Use"	The quantity or extent of a license to the Software or particular modules thereof, as specified in the Order Form. The Order Form may specify that the license is measured by number of Users, number of Workstations or limited to specific Licensee Sites.
"Products"	Has the meaning set out in Section 13.
"Software"	The (i) machine-readable instructions and data, (ii) components, files, and modules, (iii) audio-visual content (such as images, text, recordings or pictures) and (iv) related licensed materials, such as activation keys, as applicable, as further described in the Order Form(s), as well as any Updates.
"Taxes"	Any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes, export and import fees, customs duties and similar charges, in each case, associated with the Software, Third Party Software and/or Hardware, imposed upon the Fees or otherwise arising out of, or in connection with, the transactions contemplated by this Agreement.
"Term"	Has the meaning set out in Section 18(a).
"Third Party Materials"	Any software, hardware, data, or other materials or products not provided by Licensor.
"Third Party Software"	Software owned by third party producers which Licensor distributes or resells to its licensees.
"Updates"	The latest updates, modifications, improvements to the Software, including corrections of Errors, which relate to the operating performance but do not change the basic functionality of the Software.
"User"	A person or machine that utilizes the Software for the Permitted Use, as authorized pursuant to an Order Form, as applicable.
"Workstation"	A personal computer or device providing equivalent functionality which is capable of executing the Software and which is linked to a computer network from which the Software is accessible, as authorized pursuant to an Order Form, as applicable.

- (b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (c) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (d) A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- (e) Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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South Village Community Development District

Budgetary Jonas Proposal

Thursday, May 2, 2019



New Club	Quantity	List	Total	S&E
User Licenses	20	\$ 300.00	\$ 6,000.00	\$ 2,500.00
POS Licenses	9	\$ 1,000.00	\$ 9,000.00	\$ 1,800.00
Membership and Accounts Receivable	1	\$ 5,000.00	\$ 5,000.00	\$ 1,400.00
Accounts Payable	1	\$ 2,500.00	\$ 2,500.00	\$ 700.00
General Ledger	1	\$ 2,500.00	\$ 2,500.00	\$ 700.00
Master Report Generator	1	\$ 1,000.00	\$ 1,000.00	\$ 200.00
POS - Inventory w/Bar Codes	1	\$ 2,000.00	\$ 2,000.00	\$ 400.00
POS - Credit Card Interface	1	\$ 2,000.00	\$ 2,000.00	\$ 400.00
POS - EZLinks API Tee Time Interface	1	\$ 3,000.00	\$ 3,000.00	\$ 600.00
JAM - Activity Tracking and Check-In	1	\$ 1,000.00	\$ 1,000.00	\$ 200.00
JAM - Jonas Activity Management - Banquet & Events (2 Users)	2	\$ 1,000.00	\$ 2,000.00	\$ 400.00
Document Management	1	\$ 2,000.00	\$ 2,000.00	\$ 400.00
Gift Certificates, Rain Checks, Credit Book	1	\$ -	\$ -	\$ 225.00
JPEG Images, Jmail engine, Chit Detail (No charge)	1	\$ -	\$ -	\$ -
			\$ 38,000.00	\$ 9,925.00

Jonas Annual Support and Enhancement Cost

License Breakdown

Licenses	User	POS	Events
Admin	3	0	
Golf	4	3	
F&B	4	3	
Banquet & Events	1	0	2
TOTAL	12	6	2
Club - Admin	3	0	
Club - Fitness/Tennis/Swim	2	1	
Club - F&B/Stores	3	2	
TOTAL	8	3	
Grand Total	20	9	2



Software as a Service

Additional Modules for Consideration	Annual	3	\$ 12,500.00	Estimated Install/Setup and Training - 100 Hours (Travel & Expenses Extra)
POS - Cash/Gift Cards	\$ 405.00	1+2+3	\$ 24,966.25	Estimated Total 1st Year Investment (Year 2 - Annual Support Fee Only)



WEBSITE SERVICES AGREEMENT

CUSTOMER: SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT	CUSTOMER ADDRESS: 3989 Eagle Landing Parkway Orange Park, FL 32065
CUSTOMER BILLING CONTACT: NAME: JIM HAHN TITLE: GENERAL MANAGER PHONE NUMBER: (904) 261 - 5600 EMAIL ADDRESS: JAMES.HAHN@HONOURSGOLF.COM	CUSTOMER BILLING CONTACT: NAME: MATTHEW BIAGETTI TITLE: DIRECTOR OF OPERATIONS PHONE NUMBER: (904) 261 - 5600 EMAIL ADDRESS: MATTHEW.BIAGETTI@HONOURSGOLF.COM
Initial Term of Agreement: Start Date: 09/01/2019 End Date: 08/31/2020	
Terminable by the Troon Client upon no less than Sixty (60) days prior written notice with no penalty or punishment for early termination ("Contract Requirements").	
Website Design and Implementation	\$12,100.00
Content Security Navigation Template/Resident (No Golf)	\$500.00
Content Security Navigation Template/Resident (Golf)	\$500.00
Content Security Navigation Template/Non-Resident (Golf)	\$500.00
Interactive Golf Course Tour: Eighteen (18) Holes	\$500.00
Custom Designed Instagram Image Feed	\$600.00
Court Reservations Module Design Treatment, Setup and Configuration Fee	\$850.00
Junior Program Reservations Setup and Configuration Fee	\$1,500.00
One-Time SEO (up to 30 Pages)	\$1,600.00
Responsive Email Builder: Enewsletter/Resident(No Golf) [waived]	\$0.00
Responsive Email Builder: Enewsletter/Resident(Golf) [waived]	\$0.00
Responsive Email Builder: Enewsletter/Non-Resident(Golf) [waived]	\$0.00
Responsive Email Builder: Email/Resident(No Golf) [waived]	\$0.00
Responsive Email Builder: Email/Resident(Golf) [waived]	\$0.00
Responsive Email Builder: Email/Non-Resident(Golf) [waived]	\$0.00
SSL Certificate Installation [waived]	\$0.00
MembersFirst Mobile APP	\$1,800.00
Single Sign-On to Jonas for Account Statements [waived]	\$0.00
2-Way MemberRoster Sync with Jonas	\$500.00
SSO to EZ Links for Tee Times	\$750.00
Sub-Total Setup and Implementation Fees	\$21,700.00
 Troon Discount	 -\$3,068.00
Additional Discount	-\$2,000.00
Total Setup and Implementation Fees	\$16,632.00
 Payment Plan: 50% due on signing 50% due on Aug 1, 2019 or launch, whichever comes first	

5/14/2019

Annual Subscription Fees (paid annually in advance of Start Date)

Website Subscription, Support and Maintenance Fee	\$6,672.00
Court Reservations Module Subscription, Support and Maintenance Fee	\$1,320.00
Junior Program Reservations Module Subscription, Support and Maintenance Fee	\$1,200.00
Mobile APP Subscription, Support and Maintenance Fee	\$1,400.00
Single Sign-On to Jonas for Acct Stmt's Subscription, Support and Maintenance Fee [waived]	\$0.00
2-Way Member Roster Sync with Jonas Subscription, Support and Maintenance Fee	\$600.00
SSO to EZ Links for Tee Times Subscription, Support and Maintenance Fee	\$840.00
Total Annual Subscription, Support and Maintenance Fees	\$12,032.00


Exhibits:


- Exhibit A:** Description of the (a) private area website services (the "Private Site") which Customer and its current members (the "Members") may access during the Term of the Agreement, and (b) if applicable, the public area website services (the "Public Site") which Customer, Members and any other public user (a "User") may access during the Term of this Agreement (collectively, the "Services").
- Exhibit B:** Description of the functionality of the MembersFirst's pre-existing proprietary software hosted and owned by MembersFirst which enables the Services (the "Software").
- Exhibit C:** Description of third party services ("Third Party Services") made available to Customer during the Term of the Agreement and associated fees ("Third Party Service Fees").

IN WITNESS WHEREOF, the parties have executed this Agreement (which includes the above referenced Exhibits and the Terms and Conditions attached hereto) as of the date set forth below.

JONAS HOLDINGS, LLC D/B/A MEMBERSFIRST

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT


Name: Kevin Baer
Title: Director of Operations
Date: 5/22/19


Name: Chris Payton
Title: Chairman, Board of Supervisors
Date: 5/20/19

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Services. Jonas Holdings, LLC d/b/a MembersFirst ("MembersFirst") hereby grants to Customer and its Members and Users, to the extent applicable, a non-exclusive, non-transferable, limited right and license to access the Services during the Term of this Agreement solely for the use of Customer, Members, and Users, if applicable. If elected by Customer, MembersFirst agrees to configure the Private Site, and if applicable, the Public Site (collectively, the "Website(s)") to interface with and/or create links (the "Links") to Third Party Services subject to the terms and conditions set forth in Exhibit C. Except as set forth above with respect to Members and Users, the license hereunder shall not include a right of Customer to sublicense, resell or distribute access to or use of the Software, the Websites or the Services. Customer agrees that during the Term of the Agreement, it will not grant any third party the right to access the administrative portion of the Services.

2. Customer Account. Within five (5) days of the Start Date, MembersFirst will assign Customer an administrative user name and password (the "Customer Account") in connection with the Services. Customer will be solely responsible for any and all activity that occurs under the Customer Account. Customer may designate any number of Members as users of the Private Site and shall be responsible for assigning names and passwords ("Member Accounts") to each such Member.

3. Customer Assistance; Customer Content. Customer agrees to make its personnel and resources available as reasonably necessary for MembersFirst to provide the Services. Specifically, Customer agrees to provide MembersFirst with all (i) Customer content, text, images and graphics initially and from time to time thereafter, and Customer's Member directory (collectively, the "Customer Content"); and (ii) Customer's logos, service marks, trademarks, and trade names (collectively, the "Customer Marks"); as are necessary for the setup of the Website and the performance of the Services. Customer agrees to deliver Customer Content to MembersFirst in a format, resolution and size specified by MembersFirst as requested. Customer hereby grants MembersFirst a nonexclusive, nontransferable limited right to use the Customer Content and the Customer Marks solely for the purpose of performing the Services as set forth herein. Customer agrees that it shall be responsible for monthly maintenance and content management of the Websites unless

Customer purchases such services as part of the Services set forth in Exhibit A. MembersFirst will not distribute any Customer Content, Customer Marks or materials that bear any connection to Customer other than as specifically set forth in this Agreement and as approved in advance by Customer. Customer agrees to allow MembersFirst to use Customer's name and Customer Marks in press releases, marketing and sales materials and user literature, including on the MembersFirst Site (defined in Section 5 below).

4. MembersFirst Marks; MembersFirst Content. MembersFirst shall include a MembersFirst logo and tag line (collectively, the "MembersFirst Marks") on each page of the Websites which reads "Interactive Communications by MembersFirst" or www.membersfirst.com. MembersFirst shall have the right to change the MembersFirst Marks from time to time as it deems necessary to reflect the corporate brand, identity and message of MembersFirst. Customer will not attempt to remove the MembersFirst Marks from the Websites. MembersFirst may offer Customer other text, images or graphics (the "MembersFirst Materials") for inclusion on the Website at such times and subject to such terms as the parties may agree in writing subject to Section 7 (collectively, the MembersFirst Marks and the MembersFirst Materials shall be referred to collectively as, the "MembersFirst Content").

5. Website Terms. Customer acknowledges and agrees that it is solely responsible for developing terms of use and privacy policy for inclusion on the Website (the "Privacy Policy"). Customer is responsible for ensuring the Terms of Use and the Privacy Policy are in compliance with applicable laws and regulations. MembersFirst is not responsible for any claims against Customer by any third parties for failure to adhere to the Terms of Use and the Privacy Policy. Customer agrees that notwithstanding the foregoing, all Third Party Services shall be governed by the specific terms of use and privacy policies applicable to each such Third Party Service (the "Third Party Terms") and Members and Users shall be informed of same, and Customer acknowledges, that by using the Link(s) the Members will leave the Websites, and thereafter, will be subject to the Third Party Terms. Customer agrees that it will be responsible for monitoring compliance by its Members and Users with the Terms of Use and the Privacy Policy and Third Party Terms and in the event any Member violates the Terms of Use and the Privacy Policy, Customer agrees that the right of such Member to access the Services shall be immediately terminated by Customer.

6. Contract Representative. As of the Start Date, each of the parties will designate one contract representative to whom all communications concerning this Agreement will be addressed (each, a "Representative"). Each Representative will have (i) responsibility for managing and coordinating the performance of the party's obligations under this Agreement, and (ii) the sole authority to approve the other party's conduct as required hereunder and act on behalf of the party in all matters arising hereunder. Either party may change its Representative from time to time by providing written notice to the other party.

7. Modifications.

(a) MembersFirst may modify the Services without notice to Customer, provided that, such modifications (i) do not reduce the functionality and features of the Services as set forth in Exhibit B and Exhibit C (the "Current Features") and (ii) do not result in an increase in any Fee (as defined below).

(b) MembersFirst may modify the Current Features to add new functionality and/or features (the "New Services") and may or may not charge an additional Fee for such New Services, provided that, MembersFirst shall provide Customer with written notice of the nature of such New Services and the amount and date of such increase to the Fees, if any, at least thirty (30) days in advance, and provided that, Customer may elect not to receive such New Services and not to pay any such increase in Fees by giving written notice to MembersFirst fifteen (15) days prior to such modification and increase.

(c) MembersFirst may modify the Services to reduce the Current Features (e.g. as a result of the termination of a Third Party Service), provided that, MembersFirst shall notify Customer in writing of any such modification at least thirty (30) days in advance.

(d) Following the first year of the contracted services, MembersFirst may increase the Fees for the Current Features, no more than once during any twelve (12) month period.

8. Interruptions. MembersFirst may, from time-to-time, perform certain Software and hardware maintenance that may cause the Services to be temporarily interrupted. Such maintenance shall be performed during non-peak hours, to the extent that it is reasonably possible. MembersFirst shall notify Customer by electronic mail no less than three (3) days prior to any scheduled maintenance resulting in an interruption of the Services. MembersFirst shall also notify Customer as soon as reasonably possible in the event of any extended unscheduled Service outages. Customer shall be solely responsible for notifying its Members of Service interruptions. The parties agree that in the event that there is a system, data schema, or

connection change and/or upgrade to a Third Party Services and such change and/or upgrade negatively affects the Services, MembersFirst shall not be responsible for Service interruptions arising from such changes and/or upgrades.

9. Fees. In exchange for the Services, Customer agrees to pay MembersFirst the Fees set forth above and on Exhibit C, if applicable. Customer agrees to pay MembersFirst the Subscription, Service, Support and Maintenance Fee and all Third Party Software Fees, if any, upon due date of any MembersFirst invoice (which may be sent electronically), except as may otherwise be provided in Exhibit C. Customer shall be responsible for payment to MembersFirst of any and all sales, use and other taxes or charges levied by any governmental authority (excluding taxes based on MembersFirst's income) in connection with the Services under this Agreement. Such charges will be listed as a separate line item on any MembersFirst invoice. If Customer fails to pay any Fee 45 days after applicable due date, MembersFirst will have the right to take one or more of the following actions: (a) assess late charges in the amount equal to the greater of one percent (1%) per month or the maximum allowable under applicable law; (b) suspend performance of and access to the Services (including but not limited to the Websites); or (c) terminate this Agreement in its entirety. Any such suspension or termination will not relieve Customer of its obligation to pay all outstanding Fees plus interest and late charges. Customer will be responsible for any cost associated with collecting such fees including without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

10. Customer Intellectual Property. As between the parties, Customer retains all right, title and interest in and to the Customer Content and the Customer Marks provided by Customer to MembersFirst, the Websites' domain names, and all Intellectual Property (as defined below) rights pertaining thereto (the "Customer Intellectual Property"). All goodwill arising out of MembersFirst's use of any of Customer Intellectual Property shall inure solely to the benefit of Customer. Except as expressly necessary to perform the Services, no license or rights to duplicate the Customer Content or the Customer Marks are granted or implied by this Agreement. "Intellectual Property" shall mean all rights in, to or arising out of: (i) any proprietary information, know-how, and data, including but not limited to, all proprietary intellectual property rights arising out of common law principles, and (ii) all copyrights, trademarks or patents, and applications thereof in the U.S. and any foreign country.

11. MembersFirst Intellectual Property. Customer acknowledges that MembersFirst owns and retains all right, title, and interest in and to the Software, the Services (including the Websites), the MembersFirst Marks, the MembersFirst Content, the Links and the form of the Terms, and all Intellectual Property

rights pertaining thereto, including but not limited to, the "look and feel" and Websites templates (including, without limitation, any and all content, data, technology, software, code, user interfaces, and other items posted thereon or used in connection or associated therewith) for the Websites, but excluding the Customer Intellectual Property (collectively, the "MembersFirst Intellectual Property"). Except as expressly granted in this Agreement, no ownership right or license to the MembersFirst Intellectual Property (including but not limited to the Websites) is granted by this Agreement. Specifically, Customer agrees that it shall not (a) modify, port, translate, localize or create derivative works of MembersFirst Intellectual Property; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the MembersFirst Intellectual Property by any means whatsoever, or disclose any of the foregoing; or (c) sell, lease, license, sublicense, copy, market or distribute the MembersFirst Intellectual Property. Customer shall not remove, obscure or alter MembersFirst's copyright notices.

12. Confidentiality. Each party may disclose to the other party certain confidential information in performance of this Agreement ("Confidential Information"). Neither party shall disclose Confidential Information received by it from the other party to any third party other than such party's legal or financial advisors nor shall it use such Confidential Information except in performance of this Agreement. Upon the request of the disclosing party, the receiving party shall return any materials received containing Confidential Information to disclosing party, and all copies thereof. Each party shall use the same care to prevent disclosure of Confidential Information of the other party, which it uses to safeguard its own confidential information, but in no event less than a reasonable degree of care. Confidential Information shall be covered hereby for two (2) years following its initial disclosure. The confidentiality obligations set forth herein shall not apply to Confidential Information which: (a) is in the public domain at the time of its disclosure; (b) enters the public domain other than by breach of this Agreement; (c) is independently developed by the receiving party; or (d) is known at the time of its disclosure to the other party. Confidential Information of MembersFirst shall be deemed to include the identity of and information regarding other MembersFirst customers. For purpose of this Agreement, the Customer member directory shall be Confidential Information of Customer. It is expressly agreed that a violation of Section 10, 11 and 12 will cause irreparable harm to MembersFirst or Customer, as the case may be, and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, both MembersFirst and Customer will be entitled to seek injunction or other equitable remedies in all legal proceedings in

the event of any threatened or actual violation of such Sections by the other party. Notwithstanding the foregoing, MembersFirst shall be permitted to use general data (not including personally identifiable information) regarding the Services and the performance thereof for its own internal purposes and for marketing the Services to other customers.

13. Termination. Either party may terminate this Agreement (a) for cause by giving the other party thirty (30) days prior written notice specifying a material breach of the other party's obligations under this Agreement; and provided that said breach has not been cured within such thirty (30) day period, the non-defaulting party shall have the right, at its election and without prejudice to any other rights or remedies, to cancel this Agreement in whole or in part or (b) immediately upon notice to the other upon the occurrence of the following events: (i) a receiver, trustee, or liquidator of the party is appointed for any of its properties or assets; (ii) the party admits in writing its inability to pay its debts as they mature; (iii) the party makes a general assignment for the benefit of creditors; (iv) the party is adjudicated as bankrupt or insolvent; (v) a petition for the reorganization of the party or an arrangement with its creditors, or readjustment of its debt, or its dissolution or liquidation is filed under any law or statute; or (vi) a party ceases doing business, commences dissolution or liquidation and provided that said event(s) has not been cured within said sixty (60) day period, the non-defaulting party shall have the right, at its election and without prejudice to any other rights or remedies, to cancel this Agreement.

14. Effect of Termination. Upon the termination of this Agreement (whether pursuant to Section 13 or for any other reason), Customer shall immediately (i) cease use of the Services (including access to the Websites), and (ii) pay any outstanding amounts due to MembersFirst hereunder; and each party shall return to the other party all copies of such other party's Intellectual Property and Confidential Information and certify in writing to such other party that no copies of such Intellectual Property and Confidential Information have been retained by it within ten (10) days of such termination or have been destroyed. Sections 10, 11, 12, 14 and 22 shall survive any termination of this Agreement.

15. Representations and Warranties. (a) Each party warrants that it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder and each party warrants that its execution of this Agreement by such party and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; and in performance under and related to this Agreement, the parties shall comply with all applicable laws, rules and regulations (including, without

limitation, laws related to privacy). (b) MembersFirst represents that it will perform the Services in a professional and workmanlike manner. (c) Customer represents and warrants that the provision by Customer to MembersFirst (and any Third Party Service provider, as applicable) of any Customer Content (including but not limited to the Member directory) and Customer Marks, shall not violate the privacy or other rights of any Member or other third party and that the performance by MembersFirst of any of the Services through the use of such Customer Content and the Customer Marks (including, as applicable, email communications or direct mail promotions approved by Customer) shall not constitute an unsolicited communication or otherwise violate any privacy rights, rules or regulations.

16. MembersFirst hereby indemnifies and holds harmless Customer, its directors, officers and employees from and against any and all claims, actions, liabilities, costs and demands including reasonable attorney's fees ("Claims") arising out of (i) any violation of state or federal laws or regulations by MembersFirst (other than as a result of a violation of Section 15(c) by Customer), (ii) invasion of any privacy rights by MembersFirst (other than as a result of a violation of Section 15(c) by Customer); (iii) any breach of MembersFirst's representations or warranties or covenants set forth in this Agreement, or (iv) any third party claims that the Services, Software, or MembersFirst Content infringe any patent, trademark, copyright, trade secret or other intellectual property right of such third party, except to the extent such claim is based on an allegation that the Customer Intellectual Property so infringes. Customer agrees that MembersFirst shall have the obligations in this Section 16 only if Customer provides MembersFirst with: (a) prompt written notification of the claim or action; (b) sole control and authority over the defense or settlement thereof; provided MembersFirst does not make any settlement that would adversely affect the rights of Customer with respect to such claim and (c) all available information, assistance and authority to settle and/or defend any such claim or action.

17. Customer hereby indemnifies and holds harmless MembersFirst, its directors, officers and employees from and against any and all Claims, arising out of (i) any violation of state or federal laws or regulations by Customer, (ii) invasion of any privacy rights by Customer; (iii) any breach of Customer's representations or warranties or covenants set forth in this Agreement, or (iv) any third party claims that any Customer Content or Customer Marks infringes any patent, trademark, copyright, trade secret or other intellectual property right of such third party, or otherwise violates any laws, regulations or rules. MembersFirst agrees that Customer shall have the obligation in this Section 17 only if MembersFirst provides Customer with: (a) prompt written notification of the claim or action; (b) sole control and authority over the defense or settlement thereof; provided

Customer does not make any settlement that would adversely affect the rights of MembersFirst with respect to such claim and (c) all available information, assistance and authority to settle and/or defend any such claim or action.

18. Disclaimer of Warranties: Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, MEMBERSFIRST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SPECIFICALLY, MEMBERSFIRST MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF THE THIRD PARTY SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS OTHERWISE STATED HEREIN, CUSTOMER ACKNOWLEDGES THAT MEMBERSFIRST SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM CUSTOMER OR ANY OTHER THIRD PARTY'S USE OF THE SERVICES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOST DATA OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT OR RELATED TO THE SERVICES FOR DAMAGES, COSTS, AND EXPENSES, REGARDLESS OF CAUSE, SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO MEMBERSFIRST IN THE MOST RECENT FULL CALENDAR YEAR BY CUSTOMER UNDER THIS AGREEMENT.

19. Notices: Waiver. All notices, demands or consents permitted under this Agreement shall be in writing and shall be delivered personally, electronically or sent by certified or registered mail to the respective parties at the addresses set forth above and on the signature page of this Agreement or at such other address as shall be given by either party to the other in writing pursuant hereto. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

20. Assignment. Neither MembersFirst nor Customer may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written consent of the other party, except that MembersFirst may assign this Agreement to any affiliate of MembersFirst and to a successor to its business (whether by purchase or otherwise). Further, unless authorized by MembersFirst in writing, Customer may not resell the Services or Software to third parties. This Agreement shall be binding upon the parties hereto and their respective successors and assigns as permitted hereunder.

21. Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of

service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, or any other occurrences which are beyond such party's reasonable control.

22. Miscellaneous. This Agreement will be governed by the laws in effect in the State of Delaware (exclusive of conflict of law principles). The parties exclude the operation of the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement together with the Exhibits attached hereto and the Terms constitute the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior representations, agreements, proposals or understandings, written or oral agreements relating to such subject matter. It is expressly agreed that no agency, joint venture, partnership, or any employment relationship is created by this Agreement. The parties are in all respects independent contractors. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

Exhibit A

Services

The following Exhibit A is considered part of and is incorporated by reference into the Website Services Agreement by and between Jonas Holdings, LLC d/b/a MembersFirst ("MembersFirst") and the Customer (the "Agreement") as of the Start Date. If any conflict exists between this Exhibit A and the Agreement, the Agreement shall govern. All terms not otherwise defined shall have the meaning ascribed to them in the Agreement.

1.0 Public and Private Website Implementation

MembersFirst agrees to design, configure and implement the Websites for Customer based upon the Software and other tools, templates, techniques and resources developed or available for use by MembersFirst. As part of the Services, MembersFirst will provide the following Services:

1.1 Project management led by a dedicated Project Manager responsible for:

- Pre-implementation discussion and review of the Websites, the Services and Customer objectives
- Project requirements definition and clarification
- Project tasks identification, delegation and management
- Development and management of production schedule
- Customer and task team coordination (technical, design and production teams)
- Centralized communications and project progress reporting

1.2 Highly stylized and tailored graphics and design treatment:

- Public Homepage Website Design Mockups
 - #1 Homepage Concept (Desktop)
 - #2 Homepage Concept (Desktop)
- Revisions on Selected Homepage Website concept
 - (2) Homepage Revision Cycle on Selected Concept (Desktop)
- Additional Homepage Website concepts
 - (1) Breakpoint Concept (Mobile) and (1) (Mobile) Breakpoint Revision Cycle
 - (0) Breakpoint Concept (Tablet) and (0) (Tablet) Breakpoint Revision Cycle
- Standard Public Interior Page Design Mockups
 - (1) Public Interior Concept (Desktop) with (1) Public Interior Concept Revision Cycle (Desktop)
 - (0) Breakpoint Concept (Mobile) and (0) (Mobile) Breakpoint Revision Cycle
 - (0) Breakpoint Concept (Tablet) and (0) (Tablet) Breakpoint Revision Cycle
- Private Interior Page Website Design Mockups
 - (1) Private Interior Concept (Desktop) with (1) Private Interior Concept Revision Cycle (Desktop)
 - (1) Breakpoint Concept (Mobile) and (1) (Mobile) Breakpoint Revision Cycle
 - (0) Breakpoint Concept (Tablet) and (0) (Tablet) Breakpoint Revision Cycle
- Public & Private Website Implementation & Training
 - Basic "Sticky" Navigation: Drop Down Menu included (one level)
 - Advanced Footer Design with Embedded Form and Additional Calls-To-Action
 - Homepage Photo Rotation with Basic User Controls
 - Advanced Call-Out Interactivity
 - Up to Ten (10) Standard Public Website Sections with up to (10) Sub Navigational Pages, Content Loading and Improved Navigation Map

- Up to Ten (10) Standard Private Website Sections with up to (10) Sub Navigational Pages, Content Loading and Improved Navigation Map
- Embedded homepage calendar
- Up to One (1) Banner Photos Per Section (Public)
- Up to One (1) Banner Photos Per Section (Private)
- Up to Two (2) Months Calendar Events Content Loading
- Up to Two (2) Custom Form in addition to Custom Layout Pages and Advanced Footer Design
- Up to Two (2) Photo Gallery Content Loading Maximum of (20) Images Per Gallery
- Up to Ten (10) Club Personnel Information Loading (Picture, Bio, Contact Info)
- Client Responsible for Additional Photo Gallery, Calendar, Club Personnel and Marketing Forms Content Loading
- Unlimited Access to Global Email Template Stock Library
- Unlimited Access to Global Stock Photo Library

1.3 Content Security Navigation Templates

- Resident/No Golf
- Resident/Golf
- Non-Resident/Golf

Unlimited Member Groups for Communications

1.4 Interactive Golf Course Tour: Eighteen (18) Holes

1.5 Custom Designed Instagram Image Feed

1.6 Court Reservations module design treatment, setup and configuration

- Accessible on the clubs site for either the staff or members directly
- Look and feel may be consistent with the rest of the member site
- Configurable block-outs supported
- Recurring reservations available
- Reservations may appear on the member general calendar
- Rule booking that includes cancelation policy, weekday/weekend/holiday hours of operation, limiting how far in advance reservations can be made and as well as limitations of how many times a single member can make reservations in a given timeframe.
- Utilization and history reports to determine past and upcoming busy periods

1.7 Junior Program Registration

- Program Registration functionality for a set of Programs and Sessions based on a weekly schedule. The member will be able to sign up one or more children and provide the contact information, child information, selected Program, Session, Schedule, and Week(s) selected. The member would not be able to edit the registration after the initial entry. The administrative features shall include the ability to maintain the list of programs, sessions and schedules that appear on the form as well as view / export and cancel the member's registration entries. The administrator would be allowed to add a new registration on behalf of a member.
- Included in the functionality will be the following automated email notifications:
 - Email notification to the club upon entry of a registration by a member.
 - Email notification to the member upon changes made by an administrator.

1.8 One-Time SEO (up to 30 Pages)

- Keyword research
- Optimize and update page titles
- Optimize and update meta descriptions
- XML Sitemap creation and submission to search engines
- Recommend optimized copy suggestions

1.9 Responsive Email Builder–Enewsletter(Resident/Golf, Resident/Non-Golf, Non-Resident/Golf)

A responsive and re–usable section page template that incorporates existing website announcements, featured highlights, highlights, upcoming events, featured buttons, buttons, call–outs and overview text for multi–purpose communications. Templates include site branding (colors and logo) as well as one header photo and an interchangeable title. The generate code button will output the HTML required to send the responsive template to email recipients. Template–specific copy styling is not included.

1.10 Responsive Email Builder–Email(Resident/Golf, Resident/Non-Golf, Non-Resident/Golf)

A responsive and re–usable section page template that incorporates existing website announcements, featured highlights, highlights, upcoming events, featured buttons, buttons, call–outs and overview text for multi–purpose communications. Templates include site branding (colors and logo) as well as one header photo and an interchangeable title. The generate code button will output the HTML required to send the responsive template to email recipients. Template–specific copy styling is not included.

1.11 Secure Sockets Layer (SSL) research, registration, renewal and/or management

Secure Sockets Layer (SSL) is a cryptographic protocol that provides communications security over a computer network. This secure protocol aims to provide a level of enhanced privacy and data integrity between two communicating applications.

- MembersFirst will install a SSL certificate to the website's server
- MembersFirst will manage and automatically renew the certificate as part of the website subscription

1.12 Training

- MembersFirst offers unlimited online training for website administrators.

1.13 Website mapping, navigation structure, architecting, development and one–time code out of approved site map and design concept.

Note: Any change requests affecting approved site map and design concept following site code out will be billed at an hourly rate of \$100.

1.14 Identification, formatting and one–time loading of Customer content to Website.

Note: All Customer content, data and material must be provided by Customer to MembersFirst in approved electronic form and submitted by date identified in production schedule. Content submitted after such date may incur additional fees.

1.15 Formatting and one–time loading of database/Member directory.

Note: If Customer data requires cleansing prior to loading, a fee may apply.

1.16 Pre–launch functional testing.**1.17 Release of completed site to Customer.**

Note: Customer has 10 business days from site receipt to submit up to two (2) change request forms for content changes. Any change requests related to design or site configuration will be billed at an hourly rate of \$100.

5/14/2019

Any services in addition to the Services described in the foregoing sentence(s) which are requested or required by the Customer in connection with the Third Party Services described in this Section ("Additional Services") shall be billed at an hourly rate of One Hundred Fifty Dollars (\$150.00). MembersFirst will provide Customer with an estimate of the costs associated with such Additional Services prior to the commencement of any such Additional Services.

2.0 Software Subscription, Service, Support and Maintenance

Customer acknowledges and agrees to allow MembersFirst to provide its Software and Services to Customer under a subscription fee basis for up to three (3) administrators.

2.1 MembersFirst will provide Customer with Website hosting services for the Websites either directly at a MembersFirst facility, or indirectly at a third party location (a "Third Party Provider"). In the event MembersFirst provides hosting services through a Third Party Provider, MembersFirst and not Customer shall be responsible for managing such relationship.

2.2 MembersFirst will provide Customer with first line support for the Services, including the Websites and the Software. Customer shall be responsible for providing first line support to its Members and to other Users of the Websites. First line support shall be consistent with the level of service provided by MembersFirst to its other customers and shall include but not be limited to the following:

- (a) Provision of reasonable telephone and email support to Customer's Contract Representative no less than during the weekday hours of 8:30a.m. and 8:00 p.m. EST.
- (b) 24-hour availability and accessibility to online help resources including an integrated application "Help" system, and an online Learning Center complete with an instructional and educational "how to" and "best practices" resource library.
- (c) Unlimited private and recordable training sessions to review MembersFirst MRM to include Website Administration, Content Management, Communication & Email Management, Transaction & Event Registration and Reporting/Analytics. Private Training will be completed using Customer Website.
- (d) Access to topic-based, certified instructor lead online webinars.
- (e) Periodic fixes or standard updates to the Software (each, a "Maintenance Release"). Each Maintenance Release (as designated by MembersFirst at its reasonable discretion) shall, when made available to Customer by MembersFirst, become part of the Software.

2.3 10 GB of storage space to accommodate file and image library.

3.0 Mobile App Implementation Services

MembersFirst agrees to design, configure and implement a Mobile Application ("Mobile App") for Customer based upon the software and other tools, templates, techniques and resources developed or available for use by MembersFirst. As part of the Mobile App Implementation, MembersFirst will provide the following services:

3.1 Project management led by a dedicated Project Manager responsible for:

- Pre-implementation discussion and review of the Mobile App functionality
- Project tasks identification, delegation and management
- Development and management of production schedule
- Customer and task team coordination (technical, design and production teams)
- Centralized communications and project progress reporting

3.2 Timeframe

The MembersFirst Mobile App is a sixty (60) day project after agreement is received.

3.3 Mobile App Loading/Splash Screen

Customer's Mobile App Loading/Splash Screen is comprised of a logo on top of a photograph. The Customer may select the photograph to be used, however MembersFirst reserves the right to tweak treatment to fit with industry best practices for legibility. Changes to the Loading/Splash Screen require a rebuild of the Mobile App and resubmission to the Mobile App Stores and would incur an additional cost not covered by this project.

3.4 Mobile App Login

Customer's Mobile App Login screen is comprised of club logo and a solid color selected from the club's website. Customer has the ability to change the color at any point through the settings of the website.

3.5 Mobile App Home Screen

Customer's Mobile App Home Screen is comprised of Club Announcements, Club Calendar of Events (happening during the day of viewing) and Inserts with the Location Code of "Highlight" or "Featured Highlight". All content must be assigned to the Mobile App to appear.

3.6 Mobile App Main Menu*:

Customer's Mobile App Menu will be comprised of a combination of the following directory, statement, or transaction modules (required to be available in the current MembersFirst Mobile Website), plus the addition of Recent Notifications and Settings:

- Home
- Club Calendar
- Member Directory
- Club Personnel List
- Library Document List (assigned to Mobile App)

- File Library List (assigned to Mobile App)
- Image Album List (assigned to Mobile App)
- Member Facilities
- Marketing Request Forms
- Account Statement View**
- Tee Times Reservations**
- Court/Lesson Reservations**
- Dining Reservations**
- Recent Notifications (Push Notifications archive)
- Settings

3.7 Mobile App Submission:

Customer is required to create their own Apple Developer Account and Apple iTunes Connect Account. There is a fee associated with creating an Apple Developer Account that the Customer is responsible for.

Once created, Customer agrees to allow MembersFirst administrative access to both accounts for the submission process to the Apple App Store. The Google Play Store submission is handled through MembersFirst Google Account. MembersFirst will create and submit the following on behalf of the Customer:

- Developer-related Certificates/Credentials
- Mobile App Screenshots
- Mobile App Icon
- App Store Icon
- Mobile App Short/Long Description

3.8 Mobile App Training:

MembersFirst will conduct a walkthrough after the Mobile App has been successfully launched to the App Stores to show website administrators how to navigate the Mobile App and send Push Notifications. A separate training resource is also available for sending Mobile App Push Notifications.

3.9 Mobile App Updates/Releases:

MembersFirst will submit new versions of the MembersFirst Mobile App to the app stores on the customer's behalf as part of the ongoing support and maintenance. Most updates/releases are considered minor and include small bug fixes or enhancements. Notifications will not be sent prior to these types of updates being processed through the App Stores. Major updates/releases to functionality, however, will be preceded by an email notification to the Customer detailing the upcoming changes. MembersFirst reserves the right to decide what constitutes a major update/release.

Mobile App will be compliant with the latest two (2) major release versions of Android and iOS. User experience and display may vary between mobile devices.

Use of Intellectual Property

Customer agrees to provide MembersFirst, and hereby authorizes MembersFirst to incorporate, Customer's trade-mark(s), copyright(s), logo(s), brand, name, artwork, tagline(s), insignia, indicia, graphic assets, and other material ("collectively, "proprietary markings") and content in connection with the development of the Mobile App. Customer hereby authorizes MembersFirst to make the Mobile App available on a variety of app stores, including the Apple App Store and Google Play Store. Customer agrees to grant MembersFirst a limited,

5/14/2019

nonexclusive, nontransferable, perpetual license to reproduce the Customer's proprietary markings and MembersFirst will retain all intellectual property in the Mobile App.

Customer Waiver of MembersFirst Liability

Customer acknowledges that this requested Mobile App requires MembersFirst to submit a product to the Apple App Store and Google Play Store on behalf of the Customer. This allows the Apple App Store and Google Play Store to use Customer's and/or Customer affiliate's credentials to access the private section of the MembersFirst Mobile App product. As such, Customer agrees to waive all liability related to any security breach of MembersFirst products.

*Customer is unable to add additional items to menus.

**Third Party Services may or may not be optimized for mobile platforms.

Exhibit B**Software**

The following Exhibit B is considered part of and incorporated by reference into the Services Agreement by and between Jonas Holdings, LLC d/b/a MembersFirst ("MembersFirst") and the Customer as of the Effective Date. If any conflict exists between this Exhibit B and the Agreement, the Agreement shall govern. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1.0 The "Software" will consist of MembersFirst MRM™ standard features which are applicable to configuring and managing the Website, publishing and managing content in the Website, interacting with members electronically, and monitoring the Website and member activity levels. Included in the Software as of the Start Date is the following functionality:

Administrative Tools and Services

Page Editing and Updates

- Extensive text editing tool
- Extensive font library and color palette to enhance information presentation
- Custom layout and ordering of content
- Ability to add multiple types of content on pages
- Up to ten (10) gigabytes of content capacity for news, articles, club information
- Assign password protection to pages
- Limit access to pages based on member organizations/type
- Downloadable files on pages
- Set expiration dates on content/pages i.e. club announcements
- Multi levels of page content
- Individual content can be displayed across multiple site sections

Event Calendar, Registrations and Reservations

- Ability to create calendar events with links to detail event descriptions
- Monthly, weekly and daily calendar views
- Allow member registration for events
- Create events for multiple event categories
- Limit access to events based on organization
- Copy feature for previously created and recurring events
- Creating unlimited event categories

Interactive Email Communications

- Send plain text email, HTML-based email, or both plain text and HTML email together
- Library of highly stylized graphical email templates
- Report undeliverable email addresses
- Report which addresses were received successfully
- Report which members read/viewed email messages
- CAN SPAM compliant "Opt-out" footer feature
- Report Opt-out email addresses
- Exclude duplicate emails on delivery
- Ability to import external email addresses into the system
- Re-send previously delivered email communications
- Ability to schedule email delivery time and date
- Cancel email in queue before delivery
- Email members who are registered for specific events
- Email members for events they have not registered for

- Create new email messages from previously created messages
- Capture and communicate with prospective new members through an extensive marketing database capability

Photo/Image Albums

- Unlimited image albums
- Assign image albums by group/site sections i.e. golf images, facility images, etc.
- Image album navigation
- Mass uploading of images
- Image optimization tool
- Pre-configured display format
- Set or disable password protection in image albums

Member Surveys

- Includes survey format options i.e. true/false, ratings, rankings, multiple choice, write-in's
- Collect topic-specific member insight and feedback i.e. service experience, general satisfaction, capital projects, member interest & activities, etc.
- Administrative setting to require survey participation at login
- Auto-set survey start and end dates
- Set survey access by participant type i.e. guest/members
- Measure and report survey completion/participation rates
- View survey results in aggregate by all or by individual member
- Question-by-question drill down capability
- Email results to club/website administrator
- Results reporting and exporting functionality

Site Access and Usage Tracking, Auditing and Reporting

- Assign and set administrator access and usage rights
- Track website log-in and usage rates/patterns
- View administrator and member login reports
- View daily, weekly, monthly or yearly site activity reports
- View specific member activity on site
- Identify most frequent users
- Identify least frequent users
- Measure and track number of member emails on file
- View specific administrator activity on site
- Capture log-in problems/issues
- Run detailed monthly web site statistics reports
- Measure and report total web site hits
- Measure and report page views
- Measure and report total and unique visitor counts
- Capture and track detail prospective new member information requests

Member Service Features & Benefits

- Secure, password protected member-only website
- View timely club news and announcements
- View calendar of club events, activities, programs and tournaments
- Register for club events, activities, programs and tournaments
- Access important club documents i.e. bylaws, rules, meeting minutes, etc.
- Communicate with other members and club personnel through email and interactive message boards
- Create personalized member "Buddy Lists" to communicate with special friends

- Request facility/dining reservations
- Receive timely e-bulletins about club events, activities, programs and developments
- Receive timely electronic club newsletters
- Updatable member roster/directory with photos
- Flash animated hole-by-hole course tour
- Detailed map and driving directions
- Local weather conditions and forecast
- Interactive events calendar
- Customized and personalized event calendar
- Survey access and participation
- Personal member profile and preference settings
- Integrated handicap system access
- View club and member photo albums

MembersFirst Blogs™ (if applicable)

- Blog built on Wordpress that is branded to match the Customer Website
- Mobile accessible on iPhones, Androids, Blackberry Storm and Torch devices
- The following functionality is available: Archives, RSS feeds, Calendar of posts, links, recent comments, search, categories, meta, recent posts and tagging
- Twitter feeds (incoming also available)
- Comments can be enabled or turned off

MembersFirst Dining™ (if applicable)

- Fully hosted (internet-based) solution – No software to load or manage.
- Used by either the club reservationist or (optionally) by the members, including rules engine for control.
- Security for tracking and reporting who did what and when.
- Flow designed for the way that clubs take reservations.
- Can require date, time, location and user initials before saving a reservation.
- Alerts the user to potential double-bookings, including cross-reference between dining and event reservations.
- Tracks reservations for multiple dining rooms and events.
- Tracks the tables in use by location, and considers varying turn times per location.
- Handles reciprocal and non-member reservations as an option.
- Tracks and reports member food and cocktail preferences.
- Club customizable dining locations, dark days, meal periods and table types.
- Club customizable reporting

MembersFirst Reservations™ (if applicable)

Reservations for Courts, Spa/Massage, Lessons, and Conference/Banquet Rooms

- Accessible on the clubs site for either the staff or members directly
- Look and feel may be consistent with the rest of the member site
- Configurable blockouts supported
- Recurring reservations available
- Reservations may appear on the member general calendar
- Rule booking that includes cancellation policy, weekday/weekend/holiday hours of operation, limiting how far in advance reservations can be made and as well as limitations of how many times a single member can make reservations in a given timeframe.
- Utilization and history reports to determine past and upcoming busy periods

MembersFirst Facilities Reservations™ (if applicable)

- Fully hosted (internet-based) solution – No software to load or manage
- Used by either the club reservationist or (optionally) by the members, including rules engine for control
- Security for tracking and reporting who did what and when
- Flow designed for the way clubs take reservations
- Tracks reservations for multiple dining rooms
- Allows admins to search for reservations by a facility, member, or date range

MembersFirst Tee Times™ (if applicable)

- Members & Staff can view and create tee times online
- Bag Location Support
- Cart Configuration
- Ability to Register Guests & Non-Members
- Check-In Capabilities (Optional)
- Tournament Registration Forms (Food, GHIN, Shirt Size, Home Club, Etc.)
- Ability to Block-Out Tee Sheet for events
- Support for block that includes shotgun starts and crossovers
- Member Restrictions Based on Member Categories
- Email Confirmations, Modifications, Cancellations and Reminders for all members and/or guests who have an active email address in their profile.
- Reporting for areas including utilization, monthly overview, rounds played by member category, rounds played by account(s) and rounds played by point.
- Exportable Database for Tournament Software
- Notes Field for Member Experience / Admin Experience or Both
- Mobile optimized solution via MembersFirst mobile site

Exhibit C**Third Party Services**

The following Exhibit C is considered part of and incorporated by reference into the Website Services Agreement by and between Jonas Holdings, LLC d/b/a MembersFirst ("MembersFirst") and Customer as of the Start Date. If any conflict exists between this Exhibit C and the Agreement, the Agreement shall govern. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1.1 Single Sign-on (SSO) with Jonas for Account Statements

Customer and MembersFirst agree that MembersFirst will configure the software to create a link between the Website and the Jonas service (which is defined under the Agreement to be a Third Party Service.) Jonas will obtain all member information directly from Customer. The interface will match on Member Number, in its current format within the MembersFirst database, will use the default password supplied by Jonas to MembersFirst and will authenticate at the time the member requests a login.

One-Time Setup:	\$500.00 (waived)
Annual Support & Maintenance:	\$600.00 (waived)

1.2 2-Way Roster Sync with Jonas

Customer and MembersFirst agree that MembersFirst will configure the Software to create an Interface to enable MembersFirst to receive a Roster Feed from Customer's Jonas software (which is defined under the Agreement to be a Third Party Service.)

One-Time Setup:	\$500.00
Annual Support & Maintenance:	\$600.00

1.13 Single Sign-on (SSO) with EZLinks for Tee Times

Customer and MembersFirst agree that MembersFirst will configure the software to create a link between the Website and the EZLinks service (which is defined as Third Party Service Fee.) Furthermore, customer is requesting to share member's information with EZ Links. EZLinks will obtain all member information directly from Customer. The Interface will match on Member Number, in its current format within the MembersFirst database, will use the default password supplied by EZLinks to MembersFirst and will authenticate at the time the member requests a login.

One-Time Setup:	\$750.00
Annual Support & Maintenance:	\$840.00

Customer Waiver of MembersFirst Liability

Customer acknowledges that this requested integration with a Third Party Service allows Third Party to use Customer's and/or Customer affiliate's credentials to access the private section of the MembersFirst product. As such, Customer agrees to waive all liability related to any security breach of MembersFirst products.

Any services in addition to the Services described in the foregoing sentence(s) which are requested or required by the Customer in connection with the Third Party Services described in this Section ("Additional Services") shall be billed at an hourly rate of One Hundred Fifty Dollars (\$150.00). MembersFirst will provide Customer with an estimate of the costs associated with such Additional Services prior to the commencement of any such Additional Services.

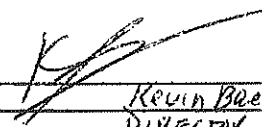
**ADDENDUM TO WEBSITE SERVICES AGREEMENT BETWEEN
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT ("CUSTOMER")
AND JONAS HOLDINGS, LLC D/B/A MEMBERSFIRST ("MEMBERSFIRST")**

This Addendum ("Addendum") supplements and governs the agreement referenced above ("Agreement"). To the extent that the provisions of this Addendum conflict with the provisions of the Agreement, Terms and Conditions, or any portions of the Agreement thereof, the parties agree that this Addendum shall control:

- A. MembersFirst understands and acknowledges that all travel shall be in accordance with the Customer's Travel Reimbursement Policy and pursuant to the provisions of Section 112.061, *Florida Statutes*.
- B. MembersFirst understands and acknowledges that the Customer's payment process is governed by the Florida Prompt Payment Act.
- C. Notwithstanding anything in the Agreement to the contrary, Customer may terminate this Agreement without cause upon sixty (60) days written notice to the MembersFirst. Upon termination of the Agreement, MembersFirst shall invoice the Customer for fees, charges, and reimbursable expenses accrued up to the effective date of the termination notice, and Customer shall pay the invoiced amount promptly upon receipt of such invoice.
- D. MembersFirst understands and agrees that all documents of any kind provided to the Customer or to Customer's staff in connection with the work contemplated under the Agreement are public records and shall be treated as such in accordance with Florida law. MembersFirst agrees to comply with the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by this reference. Furthermore, MembersFirst understands and agrees that the Customer shall not be liable for releasing any public records or information in compliance with Chapter 119, *Florida Statutes*.
- E. MembersFirst further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the Customer's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- F. MembersFirst agrees that unless specific written approval is given, MembersFirst shall not have permission to use any trademark, logo and/or trade names of the Customer within the MembersFirst's promotional and marketing materials.
- G. MembersFirst agrees that the Agreement shall be governed by the laws of State of Florida, and further agrees that the location of arbitration shall be in Clay County, Florida.

**JONAS HOLDINGS LLC
D/B/A MEMBERSFIRST**

**SOUTH VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Its: DIRECTOR OF Operations
Date: 5/22/19


Chairperson, Board of Supervisors

Date: 5/20/19

SEVENTH ORDER OF BUSINESS

South Village CDD Fiscal Year 2020 Budget



JUNE 4, 2019

Overview



- Budget Process
- Budget Preparation/Key Changes
- Assessments
- Overview of Funds
- Budget Amendment Process

Budget Process



- Budget Approval vs. Budget Adoption
- June 4 – Formally begin budget process. Approve budget and set public hearing date no sooner than 60 days after delivering approved budget to local government (Clay County). Statutory deadline for approval – June 15.
- Mailed and Published Notice for Budget hearing to be held August 6.
- Assessment Roll deadline for submission to Clay County Tax Collector – September 15.

Budget Preparation for FY20



- Started with continuation budget. Adjust for known line item changes (e.g., utilities).
- Include new revenue sources (Phase 6 platted lots)
- Staff projections by line items. More reliable data available later in budget process as more actual revenues and expenditures are booked.
- Board priorities and guidance – Prepared GF and Debt Service budgets in current format. With all on-site operations and facilities now under unified Honours Golf, HG has introduced a new format for Golf & Recreation Budgets, as well as a consolidated Capital Reserve Fund Budget.

Assessments



- No change in per unit assessments
- Phase 6/West Bank landowner will be direct billed fully loaded assessments (GF, Recreation, Golf, Capital Reserve) for 77 lots to be platted in near future.
- District to receive \$4K per Phase 6/West Bank lot as they are sold to builders or end users.

Overview of Budgets



- General Fund (Admin & Community Appearance)
- Debt Service Funds (Bonds Series 2016 A1/A2 and A/3).
- Series 2019 Debt Service Fund (Westbank) to be included in FY20 Budget
- Recreation Fund (Swim & Tennis)
- Golf Operations Fund
- Capital Reserve Fund (Repairs & Replacements)

Items for Discussion



- Related Contract Renewals and Amendments for FY20
- Collection of Initiation Fees (\$500 from new property owners upon sale/re-sale of lots/homes)*
- Collection of \$4,000 per lot upon sale of Phase 6 lots to homebuilders or end users*

**targeted for deposit into capital reserve fund*

Board Guidance & Action



- Board discussion and guidance to staff
- Revisions to be presented at July 2nd CDD meeting
- Consideration of Resolution to Approved Proposed Budget and Set Public Hearing for August 6 @ 6:30 p.m.

***Proposed General & Debt Service Fund Budget
Fiscal Year 2020***

***South Village Community
Development District***

June 4, 2019



South Village Community Development District

General Fund

Description	Amended Budget FY2019	Actual thru 4/30/19	Projected Next 5 Months	Total Projected at 9/30/19	Proposed Budget FY2020
Revenues					
Maintenance Assessments - Tax Collector	\$740,954	\$645,190	\$95,764	\$740,954	\$612,453
Maintenance Assessments - Direct	\$1,267	\$950	\$317	\$1,267	\$86,314
Interest Income	\$0	\$1,172	\$100	\$1,272	\$0
Misc. Income - Boundary Amendment	\$0	\$25,000	\$0	\$25,000	\$0
Total Revenues	\$742,221	\$672,312	\$96,181	\$768,493	\$698,767
Expenditures					
<i>Administrative</i>					
Supervisors Fees	\$13,000	\$6,800	\$4,000	\$10,800	\$18,000
FICA Taxes	\$1,000	\$520	\$306	\$826	\$1,377
Engineering	\$15,000	\$2,750	\$5,500	\$8,250	\$15,000
Arbitrage	\$1,800	\$0	\$1,800	\$1,800	\$1,800
Dissemination Agent	\$5,000	\$3,500	\$3,542	\$7,042	\$8,500
Assessment Roll	\$5,300	\$5,260	\$0	\$5,260	\$5,300
Attorney	\$35,000	\$29,500	\$20,117	\$49,616	\$50,000
Annual Audit	\$4,500	\$0	\$4,500	\$4,500	\$7,000
Trustees	\$15,000	\$0	\$12,102	\$12,102	\$15,000
Management Fees	\$45,000	\$26,250	\$18,750	\$45,000	\$49,000
Computer Time	\$1,000	\$583	\$417	\$1,000	\$1,000
Telephone	\$500	\$476	\$340	\$816	\$500
Postage	\$1,500	\$1,091	\$779	\$1,870	\$1,600
Insurance	\$7,200	\$5,298	\$0	\$5,298	\$7,200
Printing & Binding	\$3,300	\$1,921	\$1,372	\$3,293	\$3,300
Legal Advertising	\$1,000	\$2,762	\$1,973	\$4,735	\$5,000
Other Current Charges	\$1,200	\$2,933	\$2,095	\$5,028	\$1,200
Office Supplies	\$100	\$239	\$171	\$410	\$100
Dues, Licenses, Subscriptions	\$200	\$175	\$0	\$175	\$200
Contingency	\$572	\$0	\$500	\$500	\$572
Sub-Total - Administrative Expenses	\$157,172	\$90,058	\$78,263	\$168,321	\$191,549
Community Appearance					
Interlocal Agreement - MVCDD	\$36,000	\$35,754	\$0	\$35,754	\$36,000
Landscape - Contract	\$155,518	\$88,076	\$62,912	\$150,988	\$155,518
Landscape - Contingency	\$30,000	\$19,904	\$14,217	\$34,121	\$30,000
Personnel	\$58,798	\$2,531	\$50,000	\$52,531	\$0
Facility & Grounds Maintenance (Labor)	\$0	\$0	\$0	\$0	\$52,000
Landscape - Irrigation Repairs	\$10,500	\$0	\$10,500	\$10,500	\$10,500
Lake - Contract	\$25,423	\$15,162	\$10,830	\$25,992	\$30,000
Utilities	\$95,000	\$37,677	\$37,677	\$75,354	\$95,000
Phase 5&6 Maintenance	\$0	\$0	\$0	\$0	\$65,000
Miscellaneous - Direct Cost	\$10,000	\$9,720	\$6,943	\$16,663	\$10,000
Security	\$23,200	\$15,657	\$11,184	\$26,841	\$23,200
Capital Outlay	\$0	\$5,181	\$0	\$5,181	\$0
Sub-Total - Community Appearance	\$444,439	\$229,662	\$204,262	\$428,743	\$507,218
TOTAL EXPENDITURES	\$601,611	\$319,720	\$282,525	\$597,064	\$698,767
Other Sources/(Uses):					
Interfund Transfer Out - Rec Fund	(\$88,320)	\$0	(\$88,320)	(\$88,320)	\$0
Interfund Transfer Out - Golf Fund	(\$52,290)	\$0	(\$52,290)	(\$52,290)	\$0
TOTAL OTHER	(\$140,610)	\$0	(\$140,610)	(\$140,610)	\$0
EXCESS REVENUES/(EXPENDITURES)	\$0	\$352,592	(\$326,954)	\$30,819	\$0

South Village

Community Development District

Platted Lots	FY 2019	FY 2020
Assessments - Platted Lots	1233	1332
Net-Assessment Rate	\$1,104.50	\$1,104.50
Total Net Assessments - Tax Collector	\$1,361,849	\$1,471,194
Gross Assessment (6% Discounts/Collections)	\$1,448,775	\$1,565,100
Gross Assessment - Per Unit	\$1,175	\$1,175
<i>Phase 6</i>		
Assessments - Platted Lots		77
Net-Assessment Rate		\$1,104.50
Total Net Assessments - Direct Assessment		\$85,047

Allocation of On Roll Assessments:		
Total Net Assessments - Tax Collector Platted		\$1,471,194
Total Assessment - Tax Collector		\$1,471,194
General Fund		\$612,453
Recreation Fund		<u>\$858,741</u>
		\$1,471,194

Direct Invoices		FY 2020
Eagle Landing LP	13-04-24-005542-010-00	\$1,267
Phase 6 Lots		\$85,047
		\$86,314

South Village
Community Development District
GENERAL FUND BUDGET

REVENUES:

Assessments – Platted Lots

The District will assess the platted lots within the District to fund a portion of the District's operating budget for the fiscal year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, and various projects assigned as directed by the board of supervisors.

Arbitrage

The District is required to have an annual arbitrage rebate calculation prepared for the Series 2016A1/A2 and A3, Capital Improvement Refunding Bonds. The District will contract with an independent CPA firm to perform this calculation.

Dissemination Agent

The District has contracted GMS, LLC to act as Dissemination Agent for the District to prepare the Annual Disclosure Report required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

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

Annual Audit

The District is required by Florida Statute to arrange for an annual audit of its financial records by an independent certified public accounting firm.

Trustee

The District's Series 2016A1/A2 and A3 Capital Improvement Refunding Bonds are held by a Trustee with US Bank, N.A. The amount represents the fee for the administration of the District's bond issue.

Assessment Roll

Assessment Roll administrative services are provided by Governmental Management Services, LLC for updating the districts' tax roll, certifying the annual assessments and collection of prepaid assessments.

South Village
Community Development District
GENERAL FUND BUDGET

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Computer Time

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services, LLC

Telephone

This category includes all charges relating to telephone calls, conference calls, and faxes made to and on behalf of the District.

Postage

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

Insurance

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

Printing & Binding

This category includes expenses relating to the printing and binding of agenda packages for board meetings, accounts payable checks, stationary, envelopes, photocopies, etc.

Legal Advertising

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

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

South Village
Community Development District
GENERAL FUND BUDGET

Community Appearance

Interlocal Agreement – Middle Village CDD

The District has entered into an agreement with Middle Village CDD for the maintenance and repair of certain landscape areas and associated irrigation systems which are located within the Right-of-Way of Oakleaf Plantation Boulevard.

Personnel

Costs associated with management and maintenance of community appearance.

Landscape

This represents landscape maintenance of all District property, to include mowing, weeding, trimming, pruning, fertilizing etc. The District is contracted with *Tree Amigos*. The contract is \$12,582.34 per month, or \$150,988.08 annually.

Facility & Grounds Maintenance

Represents contracted amount paid to HonoursGolf for a fulltime contracted maintenance labor employee.

Landscape – Irrigation Repairs

This represents repairs to the District's irrigation systems which are not already included in contract with *Tree Amigos*.

Lake Maintenance

The District has contracted with *Lake Doctor's* for monthly aquatic plant management in 29 ponds. Services provide labor, equipment, herbicides and technology to control cattails, pennywort, primrose and algae. The contract is \$2,166 per month, or \$25,992 annually. Amount budgeted includes a contingency.

Utilities

The District currently has the following accounts with *Clay Electric Cooperative* for electric service:

<u>Account #</u>	<u>Service Address</u>	<u>Monthly</u>	<u>Annually</u>
587548-9	3935-1 Eagle Landing/Water Fall	\$ 1,586	\$ 19,032
592937-7	3935-2 Eagle Landing/St Lights	\$ 150	\$ 1,800
647443-1	4045-2 Eagle Crossing Drive	\$ 60	\$ 750
	Contingency		\$ 10,000
		Total	\$ 31,582

South Village
Community Development District
GENERAL FUND BUDGET

In addition, the District has the following accounts with *Clay County Utility Authority* for water, sewer and reuse service:

<u>Account #</u>	<u>Service Address</u>	<u>Monthly</u>	<u>Annually</u>
00213095	3924-1 Eagle Landing Pkwy	\$ 415	\$ 4,980
00213119	3988-1 Eagle Landing Parkway	\$ 126	\$ 1,512
00215602	3968-1 Eagle Landing Parkway	\$ 162	\$ 1,944
00220803	3973 Eagle Landing Parkway	\$ 110	\$ 1,320
00222067	3989 Eagle Landing Parkway	\$ 108	\$ 1,296
00229064	3979-2 Eagle Landing Parkway	\$ 708	\$ 8,496
00230632	3965-1 Eagle Landing Parkway	\$ 1,381	\$ 16,572
00230638	3965-2 Eagle Landing Parkway	\$ 69	\$ 828
00230640	3965-3 Eagle Landing Parkway	\$ 52	\$ 624
00230641	3975 Eagle Landing Parkway	\$ 117	\$ 1,404
00230642	3979 Eagle Landing Parkway	\$ 272	\$ 3,264
00235500	4108-1 Eagle Landing Parkway Irr	\$ 197	\$ 2,364
00233750	1433-1 Eagle Landing Parkway	\$ 68	\$ 816
00502768	2180 Club Lake Drive Reclaimed Irr	\$ 357	\$ 4,284
00502779	2319 Club Lake Drive Reclaimed Irr	\$ 31	\$ 372
00556739	1294 Autumn Pines Drive	\$ 35	\$ 420
	Contingency		\$ 12,922
	Total	\$ 4,208	\$ 63,418

Misc – Direct Costs

Represents any expenses not included in the other categories.

Security

The District has contracted with the Clay County Sheriff's Office for security.

South Village

Community Development District

Debt Service Fund Series 2016 A1/A2

Description	Adopted Budget FY2019	Actual thru 4/30/19	Projected Next 5 Months	Total Projected at 9/30/19	Proposed Budget FY2020
Revenues					
(1) Carry Forward Surplus	\$430,291	\$430,773	\$0	\$430,773	\$386,488
Special Assessment - Tax Collector	\$1,490,047	\$1,294,533	\$195,514	\$1,490,047	\$1,490,047
Direct Invoices	\$24,874	\$18,656	\$6,218	\$24,874	\$24,874
Prepayments	\$0	\$64,569	\$0	\$64,569	\$0
Interest Income	\$0	\$17,811	\$4,000	\$21,811	\$0
TOTAL REVENUES	\$1,945,212	\$1,826,342	\$205,732	\$2,032,074	\$1,901,409
Expenditures					
<u>Series 2016 A1 - Refunding Bonds</u>					
Interest - 11/1	\$195,013	\$195,013	\$0	\$195,013	\$189,013
Special Call - 11/1	\$0	\$35,000	\$0	\$35,000	\$0
Interest - 5/1	\$195,013	\$0	\$195,013	\$195,013	\$189,013
Principal - 5/1	\$600,000	\$0	\$600,000	\$600,000	\$615,000
Special Call - 5/1	\$0	\$0	\$75,000	\$75,000	\$0
<u>Series 2016 A1 - Revenue Bonds</u>					
Interest - 11/1	\$57,281	\$57,281	\$0	\$57,281	\$57,281
Interest - 5/1	\$57,281	\$0	\$57,281	\$57,281	\$57,281
<u>Series 2016 A2 - Refunding Bonds</u>					
Interest - 11/1	\$99,624	\$99,624	\$0	\$99,624	\$95,927
Interest - 5/1	\$99,624	\$0	\$99,624	\$99,624	\$95,927
Principal - 5/1	\$170,000	\$0	\$170,000	\$170,000	\$180,000
Special Call - 5/1	\$0	\$0	\$20,000	\$20,000	\$0
<u>Series 2016 A2 - Revenue Bonds</u>					
Interest - 11/1	\$20,875	\$20,875	\$0	\$20,875	\$20,875
Interest - 5/1	\$20,875	\$0	\$20,875	\$20,875	\$20,875
TOTAL EXPENDITURES	\$1,515,586	\$407,793	\$1,237,793	\$1,645,586	\$1,521,191
EXCESS REVENUES/(EXPENDITURES)	\$429,626	\$1,418,549	(\$1,032,061)	\$386,488	\$380,218

(1) Carry Forward is net of Reserve requirement

	Total Units	Debt Gross Per Unit Tax Roll	Gross Assessment	Net Assessment
Platted Lots - Full Debt	1072	\$1,470.05	\$1,575,894	\$1,481,340
Platted Lots - No 2005A Debt	59	\$146.87	\$8,665	\$8,145
Platted Lot - Partial	1	\$597.53	\$598	\$562
Total Platted	1,132		\$1,585,156	\$1,490,047

Interest 11/1/2020:

A1 Refunding	\$182,863
A1 Revenue	\$57,281
A2 Refunding	\$92,012
A2 Revenue	\$20,875
	\$353,031

South Village

Community Development District

Amortization Schedule

Series 2016 A1, Refunding Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 12,785,000.00	2.00%	\$ -	\$ 195,012.50	\$ 195,012.50
5/1/19	\$ 12,785,000.00	2.00%	\$ 600,000	\$ 195,012.50	
11/1/19	\$ 12,185,000.00	2.00%	\$ -	\$ 189,012.50	\$ 984,025.00
5/1/20	\$ 12,185,000.00	2.00%	\$ 615,000	\$ 189,012.50	
11/1/20	\$ 11,570,000.00	2.00%	\$ -	\$ 182,862.50	\$ 986,875.00
5/1/21	\$ 11,570,000.00	2.00%	\$ 625,000	\$ 182,862.50	
11/1/21	\$ 10,945,000.00	2.00%	\$ -	\$ 176,612.50	\$ 984,475.00
5/1/22	\$ 10,945,000.00	2.00%	\$ 640,000	\$ 176,612.50	
11/1/22	\$ 10,305,000.00	2.13%	\$ -	\$ 169,812.50	\$ 986,425.00
5/1/23	\$ 10,305,000.00	2.13%	\$ 655,000	\$ 169,812.50	
11/1/23	\$ 9,650,000.00	2.38%	\$ -	\$ 162,034.38	\$ 986,846.88
5/1/24	\$ 9,650,000.00	2.38%	\$ 670,000	\$ 162,034.38	
11/1/24	\$ 8,980,000.00	2.50%	\$ -	\$ 153,659.38	\$ 985,693.76
5/1/25	\$ 8,980,000.00	2.50%	\$ 685,000	\$ 153,659.38	
11/1/25	\$ 8,295,000.00	2.75%	\$ -	\$ 144,240.63	\$ 982,900.01
5/1/26	\$ 8,295,000.00	2.75%	\$ 705,000	\$ 144,240.63	
11/1/26	\$ 7,590,000.00	3.00%	\$ -	\$ 133,665.63	\$ 982,906.26
5/1/27	\$ 7,590,000.00	3.00%	\$ 730,000	\$ 133,665.63	
11/1/27	\$ 6,860,000.00	3.25%	\$ -	\$ 121,803.13	\$ 985,468.76
5/1/28	\$ 6,860,000.00	3.25%	\$ 755,000	\$ 121,803.13	
11/1/28	\$ 6,105,000.00	3.50%	\$ -	\$ 108,590.63	\$ 985,393.76
5/1/29	\$ 6,105,000.00	3.50%	\$ 780,000	\$ 108,590.63	
11/1/29	\$ 5,325,000.00	3.50%	\$ -	\$ 94,940.63	\$ 983,531.26
5/1/30	\$ 5,325,000.00	3.50%	\$ 810,000	\$ 94,940.63	
11/1/30	\$ 4,515,000.00	3.50%	\$ -	\$ 80,765.63	\$ 985,706.26
5/1/31	\$ 4,515,000.00	3.50%	\$ 840,000	\$ 80,765.63	
11/1/31	\$ 3,675,000.00	3.50%	\$ -	\$ 66,065.63	\$ 986,831.26
5/1/32	\$ 3,675,000.00	3.50%	\$ 870,000	\$ 66,065.63	
11/1/32	\$ 2,805,000.00	3.63%	\$ -	\$ 50,840.63	\$ 986,906.26
5/1/33	\$ 2,805,000.00	3.63%	\$ 900,000	\$ 50,840.63	
11/1/33	\$ 1,905,000.00	3.63%	\$ -	\$ 34,528.13	\$ 985,368.76
5/1/34	\$ 1,905,000.00	3.63%	\$ 935,000	\$ 34,528.13	
11/1/34	\$ 970,000.00	3.63%	\$ -	\$ 17,581.25	\$ 987,109.38
5/1/35	\$ 970,000.00	3.63%	\$ 970,000	\$ 17,581.25	
			\$ -		\$ 987,581.25
Total			\$ 12,785,000.00	\$ 4,164,056.36	\$ 16,949,056.36

**Revised 5/1/18

South Village

Community Development District

Amortization Schedule

Series 2016 A1, Revenue Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 57,281.25
5/1/19	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/19	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/20	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/20	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/21	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/21	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/22	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/22	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/23	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/23	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/24	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/24	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/25	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/25	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/26	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/26	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/27	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/27	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/28	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/28	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/29	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/29	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/30	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/30	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/31	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/31	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/32	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/32	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/33	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/33	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/34	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/34	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/35	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	
11/1/35	\$ 3,055,000.00	3.75%	\$ -	\$ 57,281.25	\$ 114,562.50
5/1/36	\$ 3,055,000.00	3.75%	\$ 980,000	\$ 57,281.25	
11/1/36	\$ 2,075,000.00	3.75%	\$ -	\$ 38,906.25	\$ 1,076,187.50
5/1/37	\$ 2,075,000.00	3.75%	\$ 1,020,000	\$ 38,906.25	
11/1/37	\$ 1,055,000.00	3.75%	\$ -	\$ 19,781.25	\$ 1,078,687.50
5/1/38	\$ 1,055,000.00	3.75%	\$ 1,055,000	\$ 19,781.25	
			\$ -		\$ 1,074,781.25
Total			\$ 3,055,000.00	\$ 2,179,500.00	\$ 5,234,500.00

South Village

Community Development District

Amortization Schedule

Series 2016 A2, Refunding Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 4,260,000.00	4.35%	\$ -	\$ 99,624.38	\$ 99,624.38
5/1/19	\$ 4,260,000.00	4.35%	\$ 170,000	\$ 99,624.38	
11/1/19	\$ 4,090,000.00	4.35%	\$ -	\$ 95,926.88	\$ 365,551.26
5/1/20	\$ 4,090,000.00	4.35%	\$ 180,000	\$ 95,926.88	
11/1/20	\$ 3,910,000.00	4.35%	\$ -	\$ 92,011.88	\$ 367,938.76
5/1/21	\$ 3,910,000.00	4.35%	\$ 185,000	\$ 92,011.88	
11/1/21	\$ 3,725,000.00	4.35%	\$ -	\$ 87,988.13	\$ 365,000.01
5/1/22	\$ 3,725,000.00	4.35%	\$ 195,000	\$ 87,988.13	
11/1/22	\$ 3,530,000.00	4.35%	\$ -	\$ 83,746.88	\$ 366,735.01
5/1/23	\$ 3,530,000.00	4.35%	\$ 205,000	\$ 83,746.88	
11/1/23	\$ 3,325,000.00	4.35%	\$ -	\$ 79,288.13	\$ 368,035.01
5/1/24	\$ 3,325,000.00	4.35%	\$ 215,000	\$ 79,288.13	
11/1/24	\$ 3,110,000.00	4.35%	\$ -	\$ 74,611.88	\$ 368,900.01
5/1/25	\$ 3,110,000.00	4.35%	\$ 225,000	\$ 74,611.88	
11/1/25	\$ 2,885,000.00	4.35%	\$ -	\$ 69,718.13	\$ 369,330.01
5/1/26	\$ 2,885,000.00	4.35%	\$ 230,000	\$ 69,718.13	
11/1/26	\$ 2,655,000.00	4.35%	\$ -	\$ 64,715.63	\$ 364,433.76
5/1/27	\$ 2,655,000.00	4.88%	\$ 240,000	\$ 64,715.63	
11/1/27	\$ 2,415,000.00	4.88%	\$ -	\$ 58,865.63	\$ 363,581.26
5/1/28	\$ 2,415,000.00	4.88%	\$ 255,000	\$ 58,865.63	
11/1/28	\$ 2,160,000.00	4.88%	\$ -	\$ 52,650.00	\$ 366,515.63
5/1/29	\$ 2,160,000.00	4.88%	\$ 265,000	\$ 52,650.00	
11/1/29	\$ 1,895,000.00	4.88%	\$ -	\$ 46,190.63	\$ 363,840.63
5/1/30	\$ 1,895,000.00	4.88%	\$ 280,000	\$ 46,190.63	
11/1/30	\$ 1,615,000.00	4.88%	\$ -	\$ 39,365.63	\$ 365,556.26
5/1/31	\$ 1,615,000.00	4.88%	\$ 295,000	\$ 39,365.63	
11/1/31	\$ 1,320,000.00	4.88%	\$ -	\$ 32,175.00	\$ 366,540.63
5/1/32	\$ 1,320,000.00	4.88%	\$ 305,000	\$ 32,175.00	
11/1/32	\$ 1,015,000.00	4.88%	\$ -	\$ 24,740.63	\$ 361,915.63
5/1/33	\$ 1,015,000.00	4.88%	\$ 320,000	\$ 24,740.63	
11/1/33	\$ 695,000.00	4.88%	\$ -	\$ 16,940.63	\$ 361,681.26
5/1/34	\$ 695,000.00	4.88%	\$ 340,000	\$ 16,940.63	
11/1/34	\$ 355,000.00	4.88%	\$ -	\$ 8,653.13	\$ 365,593.76
5/1/35	\$ 355,000.00	4.88%	\$ 355,000	\$ 8,653.13	
			\$ -		\$ 363,653.13
Total			\$ 4,260,000.00	\$ 2,054,426.40	\$ 6,314,426.40

**Revised 5/1/18

South Village

Community Development District

Amortization Schedule

Series 2016 A2, Revenue Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 20,875.00
5/1/19	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/19	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/20	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/20	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/21	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/21	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/22	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/22	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/23	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/23	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/24	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/24	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/25	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/25	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/26	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/26	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/27	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/27	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/28	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/28	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/29	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/29	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/30	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/30	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/31	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/31	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/32	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/32	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/33	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/33	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/34	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/34	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/35	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	
11/1/35	\$ 835,000.00	5.00%	\$ -	\$ 20,875.00	\$ 41,750.00
5/1/36	\$ 835,000.00	5.00%	\$ 265,000	\$ 20,875.00	
11/1/36	\$ 570,000.00	5.00%	\$ -	\$ 14,250.00	\$ 300,125.00
5/1/37	\$ 570,000.00	5.00%	\$ 280,000	\$ 14,250.00	
11/1/37	\$ 290,000.00	5.00%	\$ -	\$ 7,250.00	\$ 301,500.00
5/1/38	\$ 290,000.00	5.00%	\$ 290,000	\$ 7,250.00	
			\$ -		\$ 297,250.00
Total			\$ 835,000.00	\$ 794,500.00	\$ 1,629,500.00

South Village

Community Development District

Debt Service Fund
Series 2016 A3

Description	Adopted Budget FY2019	Actual thru 4/30/19	Projected Next 5 Months	Total Projected at 9/30/19	Proposed Budget FY2020
Revenues					
(1) Carry Forward Surplus	\$315,957	\$300,814	\$0	\$300,814	\$337,610
Special Assessment	\$396,452	\$325,339	\$71,113	\$396,452	\$396,452
Prepayments	\$0	\$126,508	\$0	\$126,508	\$0
Interest Income	\$0	\$4,724	\$325	\$5,049	\$0
TOTAL REVENUES	\$712,409	\$757,385	\$71,438	\$828,823	\$734,062
Expenditures					
<u>Series 2016 A3 - Refunding Bonds</u>					
Interest - 11/1	\$86,375	\$85,400	\$0	\$85,400	\$79,963
Special Call - 11/1	\$20,000	\$0	\$0	\$0	\$0
Interest - 2/1	\$86,375	\$600	\$0	\$600	\$0
Special Call - 2/1	\$0	\$40,000	\$0	\$40,000	\$0
Principal - 5/1	\$0	\$0	\$100,000	\$100,000	\$115,000
Interest - 5/1	\$86,375	\$0	\$79,963	\$79,963	\$79,963
Special Call - 5/1	\$0	\$0	\$75,000	\$75,000	\$0
<u>Series 2016 A3 - Revenue Bonds</u>					
Interest - 11/1	\$55,125	\$55,125	\$0	\$55,125	\$55,125
Interest - 5/1	\$55,125	\$0	\$55,125	\$55,125	\$55,125
TOTAL EXPENDITURES	\$389,375	\$181,125	\$310,088	\$491,213	\$385,176
EXCESS REVENUES/(EXPENDITURES)	\$323,034	\$576,260	(\$238,650)	\$337,610	\$348,886

(1) Carry Forward is net of Reserve requirement

Interest 11/1/2020:

	Total Units	Debt Gross Per Unit Tax Roll	Gross Assessment	Net Assessment	
Platted Lots - Full Debt	197	\$2,140.90	\$421,757	\$396,452	A3 Refunding \$79,963
Total Platted	197		\$421,757	\$396,452	A3 Revenue \$55,125
					\$135,088

South Village

Community Development District

Amortization Schedule

Series 2016 A3, Refunding Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 2,980,000.00	5.50%	\$ -	\$ 86,375.00	\$ 86,375.00
5/1/19	\$ 2,980,000.00	5.50%	\$ 105,000	\$ 86,375.00	
11/1/19	\$ 2,875,000.00	5.50%	\$ -	\$ 83,487.50	\$ 274,862.50
5/1/20	\$ 2,875,000.00	5.50%	\$ 115,000	\$ 83,487.50	
11/1/20	\$ 2,760,000.00	5.50%	\$ -	\$ 80,325.00	\$ 278,812.50
5/1/21	\$ 2,760,000.00	5.50%	\$ 120,000	\$ 80,325.00	
11/1/21	\$ 2,640,000.00	5.50%	\$ -	\$ 77,025.00	\$ 277,350.00
5/1/22	\$ 2,640,000.00	5.50%	\$ 125,000	\$ 77,025.00	
11/1/22	\$ 2,515,000.00	5.50%	\$ -	\$ 73,587.50	\$ 275,612.50
5/1/23	\$ 2,515,000.00	5.50%	\$ 135,000	\$ 73,587.50	
11/1/23	\$ 2,380,000.00	5.50%	\$ -	\$ 69,875.00	\$ 278,462.50
5/1/24	\$ 2,380,000.00	5.50%	\$ 140,000	\$ 69,875.00	
11/1/24	\$ 2,240,000.00	5.50%	\$ -	\$ 66,025.00	\$ 275,900.00
5/1/25	\$ 2,240,000.00	5.50%	\$ 150,000	\$ 66,025.00	
11/1/25	\$ 2,090,000.00	5.50%	\$ -	\$ 61,900.00	\$ 277,925.00
5/1/26	\$ 2,090,000.00	5.50%	\$ 155,000	\$ 61,900.00	
11/1/26	\$ 1,935,000.00	5.50%	\$ -	\$ 57,637.50	\$ 274,537.50
5/1/27	\$ 1,935,000.00	5.50%	\$ 165,000	\$ 57,637.50	
11/1/27	\$ 1,770,000.00	6.00%	\$ -	\$ 53,100.00	\$ 275,737.50
5/1/28	\$ 1,770,000.00	6.00%	\$ 180,000	\$ 53,100.00	
11/1/28	\$ 1,590,000.00	6.00%	\$ -	\$ 47,700.00	\$ 280,800.00
5/1/29	\$ 1,590,000.00	6.00%	\$ 190,000	\$ 47,700.00	
11/1/29	\$ 1,400,000.00	6.00%	\$ -	\$ 42,000.00	\$ 279,700.00
5/1/30	\$ 1,400,000.00	6.00%	\$ 200,000	\$ 42,000.00	
11/1/30	\$ 1,200,000.00	6.00%	\$ -	\$ 36,000.00	\$ 278,000.00
5/1/31	\$ 1,200,000.00	6.00%	\$ 210,000	\$ 36,000.00	
11/1/31	\$ 990,000.00	6.00%	\$ -	\$ 29,700.00	\$ 275,700.00
5/1/32	\$ 990,000.00	6.00%	\$ 225,000	\$ 29,700.00	
11/1/32	\$ 765,000.00	6.00%	\$ -	\$ 22,950.00	\$ 277,650.00
5/1/33	\$ 765,000.00	6.00%	\$ 240,000	\$ 22,950.00	
11/1/33	\$ 525,000.00	6.00%	\$ -	\$ 15,750.00	\$ 278,700.00
5/1/34	\$ 525,000.00	6.00%	\$ 255,000	\$ 15,750.00	
11/1/34	\$ 270,000.00	6.00%	\$ -	\$ 8,100.00	\$ 278,850.00
5/1/35	\$ 270,000.00	6.00%	\$ 270,000	\$ 8,100.00	
			\$ -		\$ 278,100.00
Total			\$ 2,980,000.00	\$ 1,823,075.00	\$ 4,803,075.00

**Revised 5/1/18

South Village

Community Development District

Amortization Schedule

Series 2016 A3, Revenue Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/18	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 55,125.00
5/1/19	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/19	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/20	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/20	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/21	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/21	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/22	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/22	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/23	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/23	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/24	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/24	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/25	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/25	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/26	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/26	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/27	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/27	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/28	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/28	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/29	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/29	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/30	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/30	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/31	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/31	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/32	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/32	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/33	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/33	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/34	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/34	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/35	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	
11/1/35	\$ 2,205,000.00	5.00%	\$ -	\$ 55,125.00	\$ 110,250.00
5/1/36	\$ 2,205,000.00	5.00%	\$ 155,000	\$ 55,125.00	
11/1/36	\$ 2,050,000.00	5.00%	\$ -	\$ 51,250.00	\$ 261,375.00
5/1/37	\$ 2,050,000.00	5.00%	\$ 160,000	\$ 51,250.00	
11/1/37	\$ 1,890,000.00	5.00%	\$ -	\$ 47,250.00	\$ 258,500.00
5/1/38	\$ 1,890,000.00	5.00%	\$ 170,000	\$ 47,250.00	
11/1/38	\$ 1,720,000.00	5.00%	\$ -	\$ 43,000.00	\$ 260,250.00
5/1/39	\$ 1,720,000.00	5.00%	\$ 180,000	\$ 43,000.00	
11/1/39	\$ 1,540,000.00	5.00%	\$ -	\$ 38,500.00	\$ 261,500.00
5/1/40	\$ 1,540,000.00	5.00%	\$ 190,000	\$ 38,500.00	
11/1/40	\$ 1,350,000.00	5.00%	\$ -	\$ 33,750.00	\$ 262,250.00
5/1/41	\$ 1,350,000.00	5.00%	\$ 195,000	\$ 33,750.00	
11/1/41	\$ 1,155,000.00	5.00%	\$ -	\$ 28,875.00	\$ 257,625.00
5/1/42	\$ 1,155,000.00	5.00%	\$ 210,000	\$ 28,875.00	
11/1/42	\$ 945,000.00	5.00%	\$ -	\$ 23,625.00	\$ 262,500.00
5/1/43	\$ 945,000.00	5.00%	\$ 220,000	\$ 23,625.00	
11/1/43	\$ 725,000.00	5.00%	\$ -	\$ 18,125.00	\$ 261,750.00
5/1/44	\$ 725,000.00	5.00%	\$ 230,000	\$ 18,125.00	
11/1/44	\$ 495,000.00	5.00%	\$ -	\$ 12,375.00	\$ 260,500.00
5/1/45	\$ 495,000.00	5.00%	\$ 240,000	\$ 12,375.00	
11/1/45	\$ 255,000.00	5.00%	\$ -	\$ 6,375.00	\$ 258,750.00
5/1/46	\$ 255,000.00	5.00%	\$ 255,000	\$ 6,375.00	\$ 261,375.00
Total			\$ 2,205,000.00	\$ 2,590,750.00	\$ 4,795,750.00

RESOLUTION 2019-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the South Village Community Development District (“**District**”) prior to June 15, 2019, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”); 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 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Clay County at least 60 days prior to the hearing set above.

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

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2019.

ATTEST:

**SOUTH VILAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By:_____
Its:_____

TENTH ORDER OF BUSINESS

M&E MASONRY & SONS, INC.

7971 Sycamore Lane • Jacksonville, Florida 32219
(904) 766-3961 • Fax: (904) 924-7827

PROPOSAL SUBMITTED TO Hadden Engineering Inc.		PHONE 904-269-9999	DATE May 20, 2019
STREET P.O.Box 9509		JOB NAME Eagle Landing	
CITY, STATE AND ZIP CODE Fleming Island FL 32006-0030		JOB LOCATION	
ARCHITECT Attn: Linda Hadden	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1 Large sign
 - Footing, block, cell fill, rebar, & brick \$14,800.00
- 1 Small sign base \$ 5,400.00
- Labor and Material \$20,200.00

Anticipation start date after June 10th

M&E Masonry is not liable for any damage to irrigation systems, grass or underground utilities that are not located and identified

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Kenneth J. Kroger

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Eagle Landing
c/o Linda Hadden
Project Coordinator
lindahadden@haddeneng.com
Hadden Engineering, Inc.
Post Office Box 9509
Fleming Island, FL 32006-0030
Office: 904.269.9999
Direct Line: 904.635.9169
October 2, 2018

Sign	\$3160.00
Installation & hardware	N/C
Sales Tax	\$221.20
Total	<u>\$3381.20</u>

SIGN PROPOSAL PROVIDED BY

RIVER CITY ADVERTISING

3514 Morton Street • Jacksonville, FL 32217

Phone/Fax
(904) 731-3452
www.rcajax.com

**IMPORTANT INFORMATION
REGARDING YOUR SIGN ORDER**
PRODUCTION CANNOT BEGIN ON THIS
ORDER UNTIL WE RECEIVE THIS SIGNED
PROOF & ESTIMATE.

**PLEASE CHECK ALL SPELLING AND SIZES
CAREFULLY. WE CANNOT MAKE CHANGES
AFTER PRODUCTION BEGINS.**

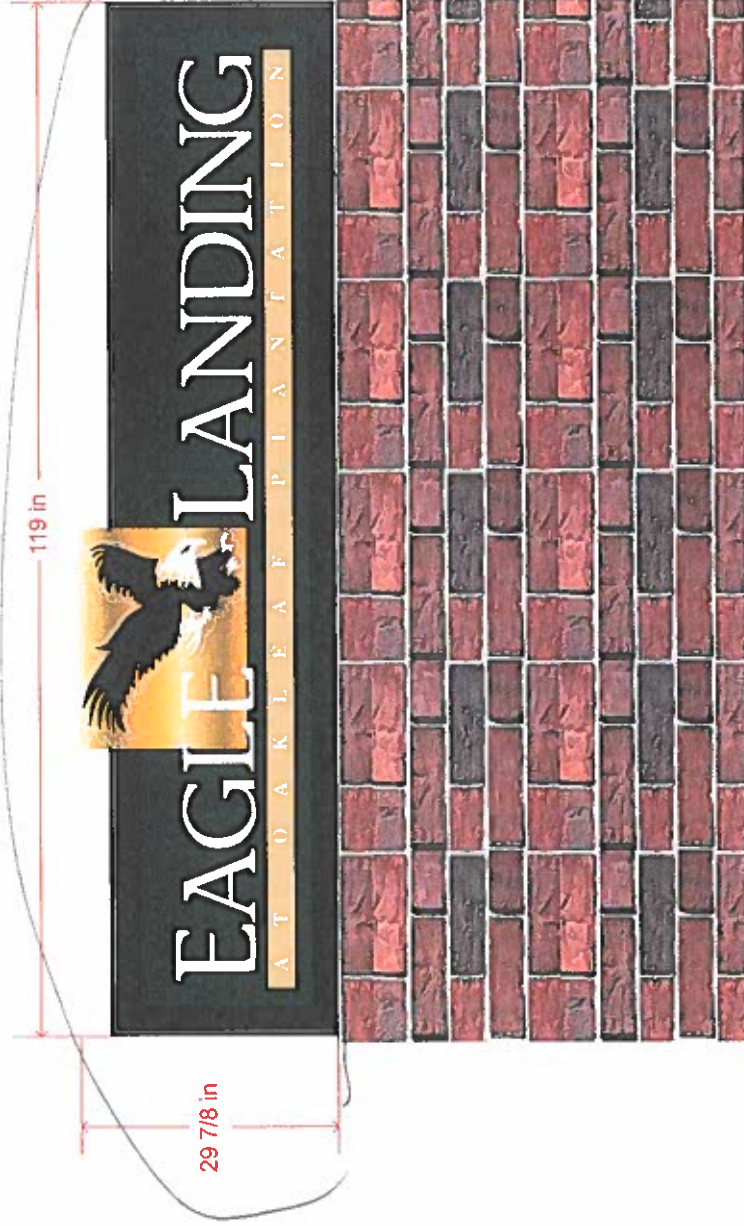
PRICES ARE GOOD FOR 30 DAYS.
A NON-REFUNDABLE DEPOSIT OF 50%
IS REQUIRED UPON APPROVAL WITH
BALANCE DUE ON DELIVERY, EXCEPT
WHEN A PRIOR CREDIT ACCOUNT WITH
THIS COMPANY HAS BEEN ESTABLISHED.

ALL ORIGINAL ARTWORK
NOT SUPPLIED BY THE CUSTOMER
REMAINS THE SOLE INTELLECTUAL
PROPERTY OF RIVER CITY ADVERTISING
AND IS SUBJECT TO COPYRIGHT LAW.

Approved _____

Date _____

Eagle Landing.Cabinet Entry Sign.cdl

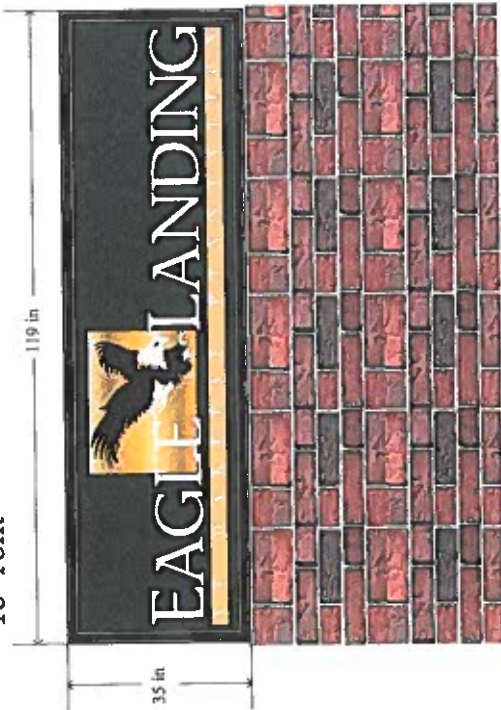


1 SINGLE-SIDED SUBDIVISION ENTRY SIGN
(1) One-sided routed HDU sign, with 1/2" PVC cabinet, recessed from front HDU.
Overall: 119"W x 29-7/8"H
Logo gold leaf and painted.

Background color to be provided by customer. Shown in Historic Charleston Green.

Customer to permit sign and build brick base with the upright angle installed to attach the cabinet sign to. Sign to be bolted to the angle by River City Advertising during installation.

10" Font



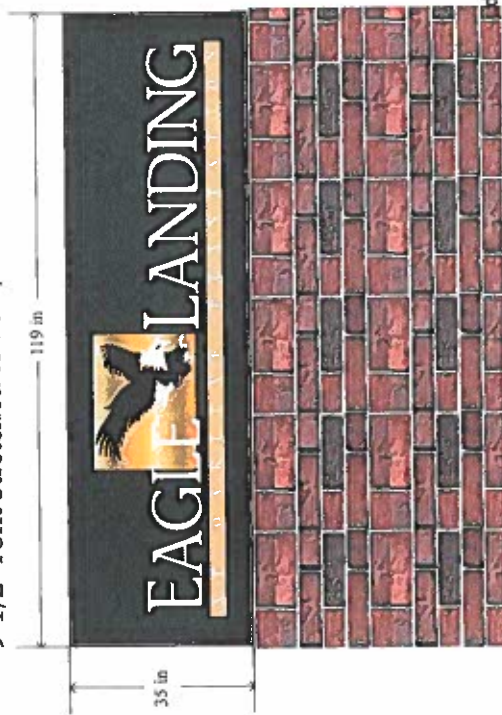
11" Font



9-1/2" Font as shown on other proofs



9-1/2" Font Stretched to 10-1/2"



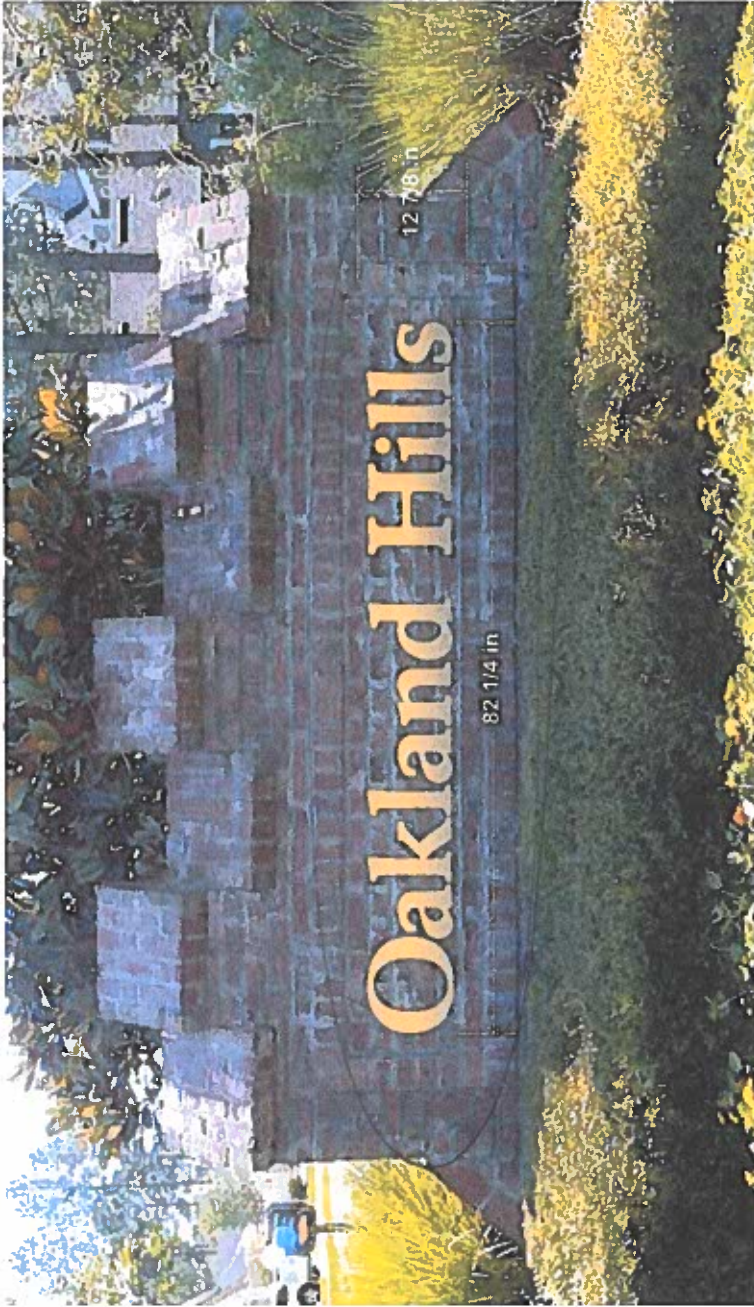
Eagle Landing
c/o Linda Hadden
Project Coordinator
lindahadden@haddeneng.com
Hadden Engineering, Inc.
Post Office Box 9509
Fleming Island, FL 32006-0030
Office: 904.269.9999
Direct Line: 904.635.9169
October 2, 2018

SIGN PROPOSAL PROVIDED BY
RIVER CITY
ADVERTISING
3514 Morton Street • Jacksonville, FL 32217
Phone/Fax
(904) 731-3452
www.rcjax.com

IMPORTANT INFORMATION
REGARDING YOUR SIGN ORDER
PRODUCTION CANNOT BEGIN ON THIS ORDER UNTIL WE RECEIVE THIS SIGNED PROOF & ESTIMATE.
PLEASE CHECK ALL SPELLING AND SIZES CAREFULLY. WE CANNOT MAKE CHANGES AFTER PRODUCTION BEGINS.
PRICES ARE GOOD FOR 30 DAYS.
A NON-REFUNDABLE DEPOSIT OF 50% IS REQUIRED UPON APPROVAL WITH BALANCE DUE ON DELIVERY, EXCEPT WHEN A PRIOR CREDIT ACCOUNT WITH THIS COMPANY HAS BEEN ESTABLISHED.
ALL ORIGINAL ARTWORK NOT SUPPLIED BY THE CUSTOMER REMAINS THE SOLE INTELLECTUAL PROPERTY OF RIVER CITY ADVERTISING AND IS SUBJECT TO COPYRIGHT LAW.

Date _____

Eagle Landing.Cabinet Entry Sign.cdl



SIGN DESCRIPTION

1 LETTERING FOR NEIGHBORHOOD ENTRY SIGN
10" aluminum letters 3/8" thick, painted 0400 Brilliant Gold,
stud mounted 1" off the brick.
Customer to pull permits.

Customer to build brick base to accommodate size
of lettering as above, or advise that we need to
provide smaller lettering.

Eagle Landing
c/o Linda Hadden
Project Coordinator
lindahadden@haddeneng.com
Hadden Engineering, Inc.
Post Office Box 9509
Fleming Island, FL 32006-0030
Office: 904.269.9999
Direct Line: 904.635.9169
September 21, 2018

Lettering	\$1090.20
Installation & hardware	280.00
Sales Tax	<u>Exempt</u>
Total	<u>\$1370.20</u>

SIGN PROPOSAL PROVIDED BY

RIVER CITY
ADVERTISING

3514 Morton Street • Jacksonville, FL 32217

Phone/Fax

(904) 731-3452

www.rcjax.com

IMPORTANT INFORMATION
REGARDING YOUR SIGN ORDER
PRODUCTION CANNOT BEGIN ON THIS
ORDER UNTIL WE RECEIVE THIS SIGNED
PROOF & ESTIMATE.

PLEASE CHECK ALL SPELLING AND SIZES
CAREFULLY. WE CANNOT MAKE CHANGES
AFTER PRODUCTION BEGINS.

PRICES ARE GOOD FOR 30 DAYS.
A NON-REFUNDABLE DEPOSIT OF 50%
IS REQUIRED UPON APPROVAL WITH
BALANCE DUE ON DELIVERY, EXCEPT
WHEN A PRIOR CREDIT ACCOUNT WITH
THIS COMPANY HAS BEEN ESTABLISHED.

ALL ORIGINAL ARTWORK
NOT SUPPLIED BY THE CUSTOMER
REMAINS THE SOLE INTELLECTUAL
PROPERTY OF RIVER CITY ADVERTISING
AND IS SUBJECT TO COPYRIGHT LAW.

Approved _____

Date _____

Eagle Landing Entry.cdl

Linda Hadden

From: River City Advertising <sales@rcajax.com>
Sent: Tuesday, October 02, 2018 10:54 AM
To: Linda Hadden
Subject: RE: Proof:Quote needed
Attachments: Eagle Landing Two Sided Rectangle 100218.pdf; Eagle Landing One Sided Rectangle 100218.pdf; Eagle Landing Two Sided Contour 100218.pdf; Eagle Landing One Sided Contour 100218.pdf; Eagle Landing Font Sizes 100218.pdf

Please find attached several quotes, they are priced per sign. I was unsure if you needed (2) single-sided signs, (2) double-sided, or (1) and (1), but wanted to make sure you had all pertinent information.

Also, on the sign at the Waterfall entrance, the eagle's wing stick up above the body of the sign. On the Two Sided Contour sign you will see the back of the wings depicted, because the two panels are only approximately 3" apart; if this is not desirable, I've also included a rectangular design.

If we maintain the aspect ratios and white space on the Eagle Landing logo and the sign you sent, the lettering on these signs is a 9-1/2" font. The lettering on the subdivision signs are 10".

I've also attached a rendering with larger font, with other elements changed to accommodate it.

To go to a 15" font and maintain the ratios, the base would need to be 16' and the face would be 73.28 square feet. (The faces in the attached proofs are 28.92 square feet.) I know that Eagle Landing does not fall under the regular county sign guidelines. If you want to go larger than the 10' base, I will need to know what the limitations are for Eagle Landing, these are usually found in the PUD documents specific to the community.

Please let me know if you have any questions or changes.

Thank you,
Theresa Wondracek
River City Advertising of Jacksonville, Inc.
3514 Morton St.
Jacksonville, FL 32217
www.rcajax.com
904-731-3452

ELEVENTH ORDER OF BUSINESS

A.

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

INVOICE

Date: 05/22/19

Period To 5/22/2019

Invoice #: 5714

To: Dream Finders Homes, LLC
14701 Philips Highway, Suite 300
Jacksonville, FL 32256

VCC Project #: 201905

Application #: 1

Attn.: Accounts Payable/Nick Powell

Project Description: *Eagle Landing Phase 5b* *Middleburg, FL 32068*

ORIGINAL CONTRACT AMOUNT.....	\$	2,549,033.38
CHANGE ORDERS TO DATE.....	\$	-
REVISED CONTRACT AMOUNT.....	\$	2,549,033.38
PERCENTAGE COMPLETE.....	6.38%	
WORK COMPLETE TO DATE.....	\$	162,533.72
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	162,533.72
LESS RETAINAGE.....	\$	16,253.37
TOTAL EARNED LESS RETAINAGE.....	\$	146,280.35
LESS PREVIOUS BILLINGS.....	\$	-
CURRENT DUE.....	\$	146,280.35

Account Summary:	Sales This Period	Sales To Date
Gross:	162,533.72	162,533.72
Retainage:	16,253.37	16,253.37
Net:	146,280.35	146,280.35



TO: Dream Finders Homes, LLC
14701 Philips Highway, Suite 300
#REF!

PROJECT: Eagle Landing Phase 5b
Middleburg, FL 32068

APPLICATION NO: 5714-1
PERIOD TO: 05/22/19

Distribution to:
[X] OWNER
[X] ENGINEER

FROM: Vallencourt Construction Company, Inc.
P.O. Box 1889
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A
CONTRACTOR'S PROJECT NO: 201905

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$ -	\$ -
Net change by Change Orders		\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment show issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 5/22/19

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

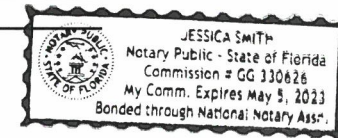
1. ORIGINAL CONTRACT SUM.....	\$ 2,549,033.38
2. Net change by Change Orders.....	\$
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 2,549,033.38
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 162,533.72
(Column G on G703)	
5. RETAINAGE:	
a. 0 % of Completed Work \$	16,253.37
(Column D + E on G703)	
b. ____ % of Stored Materials \$	
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ 16,253.37
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 146,280.35
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$
8. CURRENT PAYMENT DUE.....	\$ 146,280.35
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 2,402,753.03
(Line 3 less Line 6)	

State of: FLORIDA

County of: CLAY

Subscribed and sworn to before me this

day of may

Notary Public: Jessica SmithMy Commission Expires: 5/5/2023

ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Schedule of Contract Values

Dream Finders Homes, LLC

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

Eagle Landing Phase 5b

Middleburg, FL 32068

APPLICATION NUMBER: 5714-1

APPLICATION DATE: 05/22/19

PERIOD TO: 05/22/19

VCC PROJECT #: 201905

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS	THIS PERIOD						
			APPLICATION (D+E)							
1.	General Conditions	\$ 30,528.75		\$ 4,357.23		\$ 4,357.23	14%	\$ 26,171.52	\$ 435.72	
2.	NPDES	\$ 35,526.82		\$ 1,104.68		\$ 1,104.68	3%	\$ 34,422.14	\$ 110.47	
3.	Surveying	\$ 19,642.60		\$ 1,964.26		\$ 1,964.26	10%	\$ 17,678.34	\$ 196.43	
4.	As Builts	\$ 15,109.70				\$ -		\$ 15,109.70	\$ -	
5.	Erosion Control	\$ 21,534.16		\$ 11,100.00		\$ 11,100.00	52%	\$ 10,434.16	\$ 1,110.00	
6.	Demolition	\$ 2,422.50				\$ -		\$ 2,422.50	\$ -	
7.	Clearing	\$ 130,057.55		\$ 130,057.55		\$ 130,057.55	100%	\$ -	\$ 13,005.76	
8.	Pond Excavation	\$ 461,373.00				\$ -		\$ 461,373.00	\$ -	
9.	Earthwork	\$ 312,327.06		\$ 13,950.00		\$ 13,950.00	4%	\$ 298,377.06	\$ 1,395.00	
10.	Grassing	\$ 108,668.94				\$ -		\$ 108,668.94	\$ -	
11.	Stabilization	\$ 64,451.48				\$ -		\$ 64,451.48	\$ -	
12.	Limerock	\$ 119,759.01				\$ -		\$ 119,759.01	\$ -	
13.	Asphalt	\$ 127,086.86				\$ -		\$ 127,086.86	\$ -	
14.	Striping + Signs	\$ 4,273.86				\$ -		\$ 4,273.86	\$ -	
15.	Curbs	\$ 76,080.00				\$ -		\$ 76,080.00	\$ -	
16.	Sidewalks	\$ 3,722.17				\$ -		\$ 3,722.17	\$ -	
17.	Storm Drain	\$ 218,776.12				\$ -		\$ 218,776.12	\$ -	
18.	Sewer	\$ 326,327.38				\$ -		\$ 326,327.38	\$ -	
19.	Water Main	\$ 238,040.04				\$ -		\$ 238,040.04	\$ -	
20.	Reuse Main	\$ 233,325.38				\$ -		\$ 233,325.38	\$ -	
21.						\$ -		\$ -	\$ -	
22.						\$ -		\$ -	\$ -	
23.						\$ -		\$ -	\$ -	
24.						\$ -		\$ -	\$ -	
25.						\$ -		\$ -	\$ -	
26.						\$ -		\$ -	\$ -	
27.						\$ -		\$ -	\$ -	
28.						\$ -		\$ -	\$ -	
29.						\$ -		\$ -	\$ -	
30.						\$ -		\$ -	\$ -	
						\$ -		\$ -	\$ -	
	TOTAL----->	\$ 2,549,033.38	\$ -	\$ 162,533.72	\$ -	\$ 162,533.72	6%	\$ 2,386,499.66	\$ 16,253.37	

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

Eagle Landing Phase 5B Dream Finders

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Last App	This Appp	Total To Date	Installed This App	Total Installed	% Complete
00100	General Conditions	1.00	Lump Sum	\$26,087.10	\$26,087.10		0.15	0.15	\$3,913.07	\$3,913.07	15%
00100	Construction Entrance	1.00	Each	\$4,441.65	\$4,441.65		0.1	0.1	\$444.17	\$444.17	10%
00100 Total					\$30,528.75				\$4,357.23	\$4,357.23	14%
00300	NPDES Permit Compliance	1.00	Lump Sum	\$11,046.82	\$11,046.82		0.1	0.1	\$1,104.68	\$1,104.68	10%
00300	Maintain Silt Fence	17,000.00	Linear Feet	\$1.44	\$24,480.00			0	\$0.00	\$0.00	0%
00300 Total					\$35,526.82				\$1,104.68	\$1,104.68	3%
00400	Surveying	1.00	Lump Sum	\$19,642.60	\$19,642.60		0.1	0.1	\$1,964.26	\$1,964.26	10%
00400 Total					\$19,642.60				\$1,964.26	\$1,964.26	10%
00500	As Builts	1.00	Lump Sum	\$15,109.70	\$15,109.70			0	\$0.00	\$0.00	0%
00500 Total					\$15,109.70				\$0.00	\$0.00	0%
00600	Silt Fence Type III (Regular)	17,000.00	Linear Feet	\$1.11	\$18,870.00		10000	10000	\$11,100.00	\$11,100.00	59%
00600	Inlet Protection	16.00	Each	\$166.51	\$2,664.16			0	\$0.00	\$0.00	0%
00600 Total					\$21,534.16				\$11,100.00	\$11,100.00	52%
00800	Demo Existing Asphalt	570.00	Square Yard	\$4.25	\$2,422.50			0	\$0.00	\$0.00	0%
00800 Total					\$2,422.50				\$0.00	\$0.00	0%
00900	Clear Right of Way, Easements, Ponds	35.00	Acre	\$3,715.93	\$130,057.55		35	35	\$130,057.55	\$130,057.55	100%
00900 Total					\$130,057.55				\$130,057.55	\$130,057.55	100%
01000	Dewater for Pond	135,300.00	Cubic Yard	\$0.62	\$83,886.00			0	\$0.00	\$0.00	0%
01000	Pond Excavation	135,300.00	Cubic Yard	\$2.79	\$377,487.00			0	\$0.00	\$0.00	0%
01000 Total					\$461,373.00				\$0.00	\$0.00	0%
01100	Strip Topsoil	34,500.00	Cubic Yard	\$2.79	\$96,255.00		5000	5000	\$13,950.00	\$13,950.00	14%
01100	Bury in Pond	34,500.00	Cubic Yard	\$1.66	\$57,270.00			0	\$0.00	\$0.00	0%
01100	Site Cut	1,000.00	Cubic Yard	\$2.73	\$2,730.00			0	\$0.00	\$0.00	0%
01100	Place & Compact Fill	54,909.00	Cubic Yard	\$1.36	\$74,676.24			0	\$0.00	\$0.00	0%
01100	Earthwork Density Testing	1.00	Lump Sum	\$24,977.13	\$24,977.13			0	\$0.00	\$0.00	0%
01100	Site Dewatering	1.00	Lump Sum	\$6,159.37	\$6,159.37			0	\$0.00	\$0.00	0%
01100	Final Dressout	14,000.00	Square Yard	\$0.70	\$9,800.00			0	\$0.00	\$0.00	0%
01100	Dress Behind Electric Contractor	1.00	Lump Sum	\$5,359.32	\$5,359.32			0	\$0.00	\$0.00	0%
01100	Fine Grade Building Pads	65,000.00	Square Yard	\$0.54	\$35,100.00			0	\$0.00	\$0.00	0%
01100 Total					\$312,327.06				\$13,950.00	\$13,950.00	4%
01200	Pond Sod	21,450.00	Square Yard	\$2.39	\$51,265.50			0	\$0.00	\$0.00	0%
01200	Right of Way Sod	1,800.00	Square Yard	\$2.39	\$4,302.00			0	\$0.00	\$0.00	0%
01200	Right of Way Seed and Mulch	14,000.00	Square Yard	\$0.48	\$6,720.00			0	\$0.00	\$0.00	0%
01200	Seed and Mulch Lots	96,628.00	Square Yard	\$0.48	\$46,381.44			0	\$0.00	\$0.00	0%
01200 Total					\$108,668.94				\$0.00	\$0.00	0%

01300	Subgrade for Sidewalk	311.00	Square Yard	\$2.68	\$833.48		0	\$0.00	\$0.00	0%
01300	Subsoil Stabilization	11,064.00	Square Yard	\$5.75	\$63,618.00		0	\$0.00	\$0.00	0%
01300 Total					\$64,451.48			\$0.00	\$0.00	0%
01400	6" Limerock	7,215.00	Square Yard	\$11.19	\$80,735.85		0	\$0.00	\$0.00	0%
01400	8" Limerock	2,516.00	Square Yard	\$15.51	\$39,023.16		0	\$0.00	\$0.00	0%
01400 Total					\$119,759.01			\$0.00	\$0.00	0%
01500	1" Asphalt Pavement	9,731.00	Square Yard	\$6.03	\$58,677.93		0	\$0.00	\$0.00	0%
01500	1" Asphalt Pavement Final	9,731.00	Square Yard	\$6.03	\$58,677.93		0	\$0.00	\$0.00	0%
01500	Prime Limerock	9,731.00	Square Yard	\$0.50	\$4,865.50		0	\$0.00	\$0.00	0%
01500	Tack Coat	9,731.00	Square Yard	\$0.50	\$4,865.50		0	\$0.00	\$0.00	0%
01500 Total					\$127,086.86			\$0.00	\$0.00	0%
01700	Striping & Signs	1.00	Lump Sum	\$4,273.86	\$4,273.86		0	\$0.00	\$0.00	0%
01700 Total					\$4,273.86			\$0.00	\$0.00	0%
01800	18" Miami Curb & Gutter	8,000.00	Linear Feet	\$9.51	\$76,080.00		0	\$0.00	\$0.00	0%
01800 Total					\$76,080.00			\$0.00	\$0.00	0%
02000	5' Sidewalk	1.00	Square Feet	\$3.62	\$3.62		0	\$0.00	\$0.00	0%
02000	A.D.A. Handicap Ramps	5.00	Each	\$166.51	\$832.55		0	\$0.00	\$0.00	0%
02000	A.D.A. Mats	100.00	Square Feet	\$28.86	\$2,886.00		0	\$0.00	\$0.00	0%
02000 Total					\$3,722.17			\$0.00	\$0.00	0%
03000	Dewater Storm Drain	700.00	Linear Feet	\$14.50	\$10,150.00		0	\$0.00	\$0.00	0%
03000	Curb Inlet 0-6' Deep	13.00	Each	\$2,626.10	\$34,139.30		0	\$0.00	\$0.00	0%
03000	Control Structure 0-6' Deep	1.00	Each	\$5,617.67	\$5,617.67		0	\$0.00	\$0.00	0%
03000	Storm Manhole 0-6' Deep	1.00	Each	\$2,190.18	\$2,190.18		0	\$0.00	\$0.00	0%
03000	Storm Manhole 6-8' Deep	1.00	Each	\$5,030.90	\$5,030.90		0	\$0.00	\$0.00	0%
03000	Storm Top Adjustments	17.00	Each	\$413.91	\$7,036.47		0	\$0.00	\$0.00	0%
03000	Storm Inverts	18.00	Each	\$479.83	\$8,636.94		0	\$0.00	\$0.00	0%
03000	Underdrain Stubs from Inlets	600.00	Linear Feet	\$23.36	\$14,016.00		0	\$0.00	\$0.00	0%
03000	18" Mitered End Section	2.00	Each	\$732.58	\$1,465.16		0	\$0.00	\$0.00	0%
03000	24" Mitered End Section	4.00	Each	\$1,178.47	\$4,713.88		0	\$0.00	\$0.00	0%
03000	30" Mitered End Section	1.00	Each	\$1,438.60	\$1,438.60		0	\$0.00	\$0.00	0%
03000	36" Headwall	2.00	Each	\$3,401.58	\$6,803.16		0	\$0.00	\$0.00	0%
03000	18" RCP 0-6' Deep	649.00	Linear Feet	\$49.06	\$31,839.94		0	\$0.00	\$0.00	0%
03000	24" RCP 0-6' Deep	665.00	Linear Feet	\$56.20	\$37,373.00		0	\$0.00	\$0.00	0%
03000	30" RCP 6-8' Deep	260.00	Linear Feet	\$78.44	\$20,394.40		0	\$0.00	\$0.00	0%
03000	36" RCP 0-6' Deep	80.00	Linear Feet	\$87.46	\$6,996.80		0	\$0.00	\$0.00	0%
03000	Punch Out Storm Drain	1,654.00	Linear Feet	\$1.78	\$2,944.12		0	\$0.00	\$0.00	0%
03000	TV and Laser Profile Storm Drain	1,654.00	Linear Feet	\$5.56	\$9,196.24		0	\$0.00	\$0.00	0%
03000	Type "E" Inlet 0-6' Deep	2.00	Each	\$4,396.68	\$8,793.36		0	\$0.00	\$0.00	0%
03000 Total					\$218,776.12			\$0.00	\$0.00	0%

04000	Dewater Gravity Sewer	3,500.00	Linear Feet	\$16.21	\$56,735.00			0	\$0.00	\$0.00	0%
04000	Drop Bowl Assmby	1.00	Each	\$666.07	\$666.07			0	\$0.00	\$0.00	0%
04000	Type A Manhole 0-6' Deep	3.00	Each	\$2,274.53	\$6,823.59			0	\$0.00	\$0.00	0%
04000	Type A Manhole 6-8' deep	6.00	Each	\$2,880.01	\$17,280.06			0	\$0.00	\$0.00	0%
04000	Type A Manhole 8-10' deep	2.00	Each	\$3,524.72	\$7,049.44			0	\$0.00	\$0.00	0%
04000	Type A Manhole 10-12' deep	3.00	Each	\$4,445.42	\$13,336.26			0	\$0.00	\$0.00	0%
04000	Type A Manhole 12-14' deep	1.00	Each	\$5,125.74	\$5,125.74			0	\$0.00	\$0.00	0%
04000	Type B Manhole 10-12' deep	1.00	Each	\$5,703.76	\$5,703.76			0	\$0.00	\$0.00	0%
04000	Manhole Top Out	15.00	Each	\$263.37	\$3,950.55			0	\$0.00	\$0.00	0%
04000	Pour Inverts	15.00	Each	\$241.12	\$3,616.80			0	\$0.00	\$0.00	0%
04000	10" SDR 26 Sewer Main 6-8' Deep	537.00	Linear Feet	\$26.93	\$14,461.41			0	\$0.00	\$0.00	0%
04000	10" SDR 26 Sewer Main 8-10' Deep	850.00	Linear Feet	\$28.96	\$24,616.00			0	\$0.00	\$0.00	0%
04000	10" SDR 26 Sewer Main 10-12' Deep	743.00	Linear Feet	\$30.81	\$22,891.83			0	\$0.00	\$0.00	0%
04000	10" SDR 26 Sewer Main 12-14' Deep	368.00	Linear Feet	\$37.93	\$13,958.24			0	\$0.00	\$0.00	0%
04000	8" SDR 26 Sewer Main 0-6' Deep	339.00	Linear Feet	\$21.79	\$7,386.81			0	\$0.00	\$0.00	0%
04000	8" SDR 26 Sewer Main 6-8' Deep	1,001.00	Linear Feet	\$23.83	\$23,853.83			0	\$0.00	\$0.00	0%
04000	10" & 12" Boots for Manholes	19.00	Each	\$77.21	\$1,466.99			0	\$0.00	\$0.00	0%
04000	6" & 8" Standard Boots for Manholes	13.00	Each	\$61.77	\$803.01			0	\$0.00	\$0.00	0%
04000	Punch Out Sewer	3,838.00	LF	\$1.78	\$6,831.64			0	\$0.00	\$0.00	0%
04000	Sewer Services	97.00	Each	\$749.79	\$72,729.63			0	\$0.00	\$0.00	0%
04000	TV Test Sewer Main	3,838.00	Linear Feet	\$4.44	\$17,040.72			0	\$0.00	\$0.00	0%
04000 Total					\$326,327.38				\$0.00	\$0.00	0%
07000	10" DR18 PVC Water Main	3,677.00	Linear Feet	\$26.35	\$96,888.95			0	\$0.00	\$0.00	0%
07000	6" DR18 PVC Water Main	60.00	Linear Feet	\$14.58	\$874.80			0	\$0.00	\$0.00	0%
07000	4" DR18 PVC Water Main	280.00	Linear Feet	\$9.49	\$2,657.20			0	\$0.00	\$0.00	0%
07000	10" Joint Restraints	40.00	Each	\$227.33	\$9,093.20			0	\$0.00	\$0.00	0%
07000	4" Joint Restraints	4.00	Each	\$101.65	\$406.60			0	\$0.00	\$0.00	0%
07000	10x10 Cross	1.00	Each	\$1,450.42	\$1,450.42			0	\$0.00	\$0.00	0%
07000	10" Sleeve	2.00	Each	\$635.22	\$1,270.44			0	\$0.00	\$0.00	0%
07000	10" Gate Valve	4.00	Each	\$2,012.92	\$8,051.68			0	\$0.00	\$0.00	0%
07000	6" Gate Valve	6.00	Each	\$874.86	\$5,249.16			0	\$0.00	\$0.00	0%
07000	4" Gate Valve	1.00	Each	\$696.76	\$696.76			0	\$0.00	\$0.00	0%
07000	Sample Point	8.00	Each	\$466.71	\$3,733.68			0	\$0.00	\$0.00	0%
07000	Locate Wire Box	4.00	Each	\$229.23	\$916.92			0	\$0.00	\$0.00	0%
07000	Valve Box Installation	11.00	Each	\$169.83	\$1,868.13			0	\$0.00	\$0.00	0%
07000	Flushing Hydrant	2.00	Each	\$1,355.47	\$2,710.94			0	\$0.00	\$0.00	0%
07000	Fire Hydrant	6.00	Each	\$2,596.95	\$15,581.70			0	\$0.00	\$0.00	0%
07000	10 x 6" Tee	6.00	Each	\$575.75	\$3,454.50			0	\$0.00	\$0.00	0%
07000	10" 45 Bend	2.00	Each	\$560.64	\$1,121.28			0	\$0.00	\$0.00	0%
07000	4" 45 Bend	5.00	Each	\$211.97	\$1,059.85			0	\$0.00	\$0.00	0%
07000	10" 11.25 Bend	7.00	Each	\$530.07	\$3,710.49			0	\$0.00	\$0.00	0%
07000	10x4" Reducer	1.00	Each	\$339.92	\$339.92			0	\$0.00	\$0.00	0%
07000	10" Cap	1.00	Each	\$278.21	\$278.21			0	\$0.00	\$0.00	0%
07000	4" Cap	1.00	Each	\$127.68	\$127.68			0	\$0.00	\$0.00	0%
07000	10" Conflict	1.00	Each	\$4,775.73	\$4,775.73			0	\$0.00	\$0.00	0%
07000	1" Single Water Service	55.00	Each	\$536.84	\$29,526.20			0	\$0.00	\$0.00	0%
07000	2" Double Water Service	21.00	Each	\$1,022.28	\$21,467.88			0	\$0.00	\$0.00	0%
07000	Punch Out for Water Main	4,017.00	Linear Feet	\$1.78	\$7,150.26			0	\$0.00	\$0.00	0%
07000	Flushing & BT's for Water Main	4,017.00	Linear Feet	\$0.89	\$3,575.13			0	\$0.00	\$0.00	0%
07000	Locate Wire Test for Water Main	4,017.00	Linear Feet	\$0.51	\$2,048.67			0	\$0.00	\$0.00	0%
07000	Pressure Test for Water Main	4,017.00	Linear Feet	\$1.98	\$7,953.66			0	\$0.00	\$0.00	0%
07000 Total					\$238,040.04				\$0.00	\$0.00	0%

09000	10" DR18 PVC Reuse Main	3,654.00	Linear Feet	\$22.34	\$81,630.36			0	\$0.00	\$0.00	0%
09000	4" DR18 PVC Reuse Main	225.00	Linear Feet	\$9.30	\$2,092.50			0	\$0.00	\$0.00	0%
09000	10" Joint Restraints	40.00	Each	\$227.33	\$9,093.20			0	\$0.00	\$0.00	0%
09000	4" Joint Restraints	4.00	Linear Feet	\$101.65	\$406.60			0	\$0.00	\$0.00	0%
09000	10x10 Cross	1.00	Each	\$1,450.42	\$1,450.42			0	\$0.00	\$0.00	0%
09000	10" Sleeve	2.00	Each	\$635.22	\$1,270.44			0	\$0.00	\$0.00	0%
09000	10" Gate Valve	4.00	Each	\$2,012.92	\$8,051.68			0	\$0.00	\$0.00	0%
09000	4" Gate Valve	1.00	Each	\$696.74	\$696.74			0	\$0.00	\$0.00	0%
09000	Locate Wire Box	4.00	Each	\$110.34	\$441.36			0	\$0.00	\$0.00	0%
09000	Valve Box Installation	5.00	Each	\$169.83	\$849.15			0	\$0.00	\$0.00	0%
09000	Flushing Hydrant	2.00	Each	\$1,356.57	\$2,713.14			0	\$0.00	\$0.00	0%
09000	10" 45 Bend	4.00	Each	\$560.64	\$2,242.56			0	\$0.00	\$0.00	0%
09000	4" 45 Bend	3.00	Each	\$211.97	\$635.91			0	\$0.00	\$0.00	0%
09000	10" 11.25 Bend	7.00	Each	\$530.07	\$3,710.49			0	\$0.00	\$0.00	0%
09000	10x4" Reducer	1.00	Each	\$339.92	\$339.92			0	\$0.00	\$0.00	0%
09000	10" Cap	1.00	Each	\$278.22	\$278.22			0	\$0.00	\$0.00	0%
09000	4" Cap	1.00	Each	\$127.68	\$127.68			0	\$0.00	\$0.00	0%
09000	10" Conflict	9.00	Each	\$4,760.76	\$42,846.84			0	\$0.00	\$0.00	0%
09000	1" Single Water Service	53.00	Each	\$568.92	\$30,152.76			0	\$0.00	\$0.00	0%
09000	1.5" Double Water Service	22.00	Each	\$1,094.81	\$24,085.82			0	\$0.00	\$0.00	0%
09000	Punch Out for Reuse Main	3,879.00	Linear Feet	\$1.78	\$6,904.62			0	\$0.00	\$0.00	0%
09000	Flushing for Reuse Main	3,879.00	Linear Feet	\$0.89	\$3,452.31			0	\$0.00	\$0.00	0%
09000	Locate Wire Test for Reuse Main	3,879.00	Linear Feet	\$0.56	\$2,172.24			0	\$0.00	\$0.00	0%
09000	Pressure Test for Reuse Main	3,879.00	Linear Feet	\$1.98	\$7,680.42			0	\$0.00	\$0.00	0%
09000 Total					\$233,325.38				\$0.00	\$0.00	0%
				\$2,549,033.38				\$162,533.72		\$162,533.72	6%

**WAIVER AND RELEASE OF LIEN
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienor, of the sum of \$ 146,280.35, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through May 22, 2019 on the job of Dream Finders Homes, LLC to the following described property :

Project: Eagle Landing Phase 5b
Location: Middleburg, FL 32068
Invoice#: 5714-1

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: May 22, 2019

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043

Phone: 904-291-9330

By: Steven Jordan

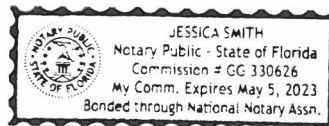
Printed Name: Steven Jordan
Title: Chief Financial Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 22nd day of may 2019 by **Steven Jordan of Vallencourt Construction Co., Inc.**, a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification _____ Type of Identification _____

Jessica Smith
Notary Public



*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver
or release of lien that is different from the statutory form.*

THIRTEENTH ORDER OF BUSINESS

A.

South Village Community Development District Operations Report

Date: May 2019
To: SVCDD, BOARD OF SUPERVISORS
From: Director of Operations, General Manager, Golf, F&B, Tennis
Re: Monthly Operations Report

Amenity Centers:

1. Aquatic Center/Kids Club/Cafe
 - a. Replaced/fixed all broken lounge & Bar chair straps, ongoing.
 - b. Created new menu boards and hung on wall in Café.
 - c. Installed four new fans in Café
 - d. Installed new ice cream scoop freezer.
 - e. Installed new electrical outlet in middle of kitchen and reconfigured with new equipment.
 - f. Installed new tea and coffee maker.
 - g. Repaired deck boards on bandshell by canoes and stained deck.
 - h. Repaired diving board stand and will have professionals re-set back stand on 3m.
 - i. Strong Memorial weekend in Café/Cabana, sales totaling \$9k. New additions.
2. Athletic Center
 - a. Painted restrooms upstairs.
 - b. Installed new TV downstairs, will stream tennis channel and sports.
 - c. Warranty call to Southeast Fitness on row machine and elliptical.
 - d. Purchased new chairs for counter staff to elevate higher and give a better appearance.
3. Activities
 - a. 17 facility rentals in May.
 - b. 30 residents attended the Dive in Movie CocCo.
 - c. 20 kids attended Kids Only Cinco de Mayo Party.
 - d. 75 teens attended Teens Only Pool Party
 - e. 50 Residents came to Hotel Transylvania movie over Memorial Weekend.
 - f. 38 residents made sundaes on Memorial Sunday.
 - g. 650 residents and their guests checked into Swim Park on Memorial Day.
 - h. Rachael had 27 membership orientations in May.
 - f. Updated EagleLandingOnLine.com with current events and EagleLandingGolf.com
 - g. Various advertising through social media, at least 3-times a week.
 - h. 12 people on average per Water Aerobics Class. 4 classes per month.
4. Tennis Facility
 - a. Cleaned the awnings on all courts.
 - b. Two windscreens have been replaced.
 - c. Advanced junior program has averaged 13 per class.
 - d. Little junior program averaged 17 per class.
 - e. Beginner adult program average of 5 per class.

- f. We are looking forward to June with the kickoff of 9 hours a week of new adult and junior programming.

Golf and Clubhouse Operations:

1. Golf Operations

- a. A very strong month with 5,040 rounds played, overall nice weather conditions in May with only a few rain days.
- b. 720-member rounds for the month.
- c. Weekly member groups had a great turnout due to good weather most of the weekends.
- d. Range activity was steady with 1530 users and \$3,000 in revenue during the month
- e. 470 tournament rounds were played in May, a very strong month when it comes to outing rounds, many of the groups also had F&B options.
- f. aerification of the greens will begin on the 28th and be completed on the 29th.
- g. A weekly Men's clinic began in May. 1st two weeks had a good turnout and we anticipate it to grow every week.
- h. A good month in the golf shop with sales over \$13k. New merchandise continues to arrive.
- i. League play continues through the month and is being enjoyed by all, 60 players this year which is an all-time high.
- j. The heat is starting to impact the play levels especially during the mid-day period, hoping for some relieve soon!

2. Clubhouse F&B

- a Continued great response from guests surrounding, Events and Weekly Dinner Specials for residents
- b. We had another busy month in F&B with sales exceeding the 100k mark again. Many successful residents' events including Kentucky Derby party, Cinco de Mayo, NFL draft party, and of course the Easter Brunch, which received great feedback from the community.
- c. Several profitable public events were hosted, including the Clay County Chamber-Oakleaf Business council luncheon, Promote Clay.com luncheon, several private dinners, and golf tournaments.
- d. E-Blast continue to be sent out to residents on various events and programs.
- e. Planning events for the summer, including the next mixer in July, and a Wine tasting event, that will hopefully lead to a monthly resident wine club event. We have also secured the monthly meeting for the Clay County Sheriffs NET program.
- f. We have multiple resident programming events this month, including Trivia, Family night, and the Wine Tasting event, and more.
- g. Staff and Department heads continue to leverage social media to generate awareness about the club.
- h. Completed the revitalized Café and Cabana with new food items, new menu, healthier food options, and new counter service/experience to increase speed and efficiency for our guests.
- i. Room divider/partition was installed and has already made a positive impact on our ability to schedule multiple events, as well as our ability to provide quality service.
- j. Continue to work on staffing quality and improvement in customer service day in and day out!

3. Golf Course Maintenance

- a. Resident Canada Goose Nest and Egg Removal license expires June 15, will renew next year, all in all a successful year controlling the population
- b. Sedge control program on hold due to drought, herbicide applications at this time will only damage the Bermuda which is already under stress
- c. Continued monthly fungicide program including 4th application for Fairy Ring, 14-28 day preventative disease program started for greens. Leaf spot on tees 3, 5, and 7 under control
- d. Continue with weekly applications of 10-0-20 granular fertilizer to greens at .25 lbs N and .50 lbs K/1000sqft and weekly applications of 4-0-0 soluble N to push Tif Eagle as ground temperatures rise.

Biweekly applications of 16-0-10 to tees at .63 lbs N and .40 lbs K/1000sqft to help 419 bermuda to fill in from excessive play.

e. Continued monthly application of wetting agent and humic acid to all greens for improved rain/irrigation movement through soil profile

f. Cart path sodding will continue when drought conditions ease and greens aerification project is completed

g. Continue to apply coquina around tree areas on hole # 9, #10, pine straw work under some trees to start up on hole #11, #12 and a few other areas through the course

h. Roping areas to protect new sod will cause some wear areas to un-roped entrance areas along cart paths. Adding and moving rope will be ongoing. Spiking and fertilizing the new worn areas has begun to help control this issue and will continue through the summer.

i. Back 9 greens aerified Tuesday May 28, front 9 greens aerified Wednesday May 29

j. On track to use over 14 million gallons of reuse water on the course in May. This is the highest total since May 2007.

j. 1.76" of rain recorded at maintenance facility in May. 1.10" recorded on May 6th, no rainfall since May 14th. Several record setting high temperatures during this period.

Common Areas & Retention Ponds:

1. All lakes have been treated and inspected by the Lake Doctors. Written reports are submitted after each treatment.
2. 600 triploid grass carp stocked throughout district's ponds by the Lake Dr's.
3. Submitted complaint on 1.15 to Clay County about rough road exiting Glen Eagles near Clubhouse.

Landscaping:

1. Director of Operations confers with Tree Amigos Landscape on a weekly basis. Grounds are being maintained per the contract.
2. Maintenance services provided to Eagle Landing by Tree Amigos for May 1st thru May 31st
 - a. Ongoing maintenance per schedule for mowing and detail operations.
 - b. May irrigation inspection and repairs completed week of 5/20. Adjusted irrigation system based on current rainfall we added more days to run.
 - c. Completed Pre-emerge on all turf areas for weed control.
 - d. Sprayed turf with Mole Cricket control.
 - e. Pulled vines from plant material on entrance beds into property.
 - f. Finished mulching on two neighborhood signs that were missed.
 - g. Detailed all plant material around Clubhouse and Amenity Center.

Misc:

1. Answered numerous phone calls, emails and visits from residents, contractors, vendors and other persons with inquiries. The subjects included, golf course maintenance, easement encroachments, alligators, lake maintenance, directions, repairs, drainage (both County and CDD owned), dead trees, vandalism, security, etc
2. Facilities are inspected on a weekly basis
3. The parks and playgrounds are inspected weekly and required repairs are made.
4. Daily trash pickup along parkway, park sites and common areas.
5. Amenity and common area cameras reviewed frequently; recordings provided to CCSO.

Questions/Comments:

Should you have any questions or comments regarding the above information, please feel free to contact Matt Biagetti at matthew.biagetti@honourgolf.com , 904-637-0666.

FIFTEENTH ORDER OF BUSINESS

A.

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET

April 30, 2019

Governmental Fund Types

	<u>Debt</u>			<u>Capital</u>	Totals
	<u>General</u>	<u>Capital Resv</u>	<u>Service</u>	<u>Projects</u>	(Memorandum Only) 2019
<u>ASSETS:</u>					
Cash	\$194,401	\$254,828	---	---	\$449,228
Investments:					
State Board	\$479,286	\$25,884	---	---	\$505,170
<u>Series 2016 A1/A2</u>					
Reserve A1	---	---	\$554,777	---	\$554,777
Reserve A2	---	---	\$206,685	---	\$206,685
Interest A1	---	---	\$124	---	\$124
Interest A2	---	---	\$59	---	\$59
Revenue A1/A2	---	---	\$1,346,321	---	\$1,346,321
Prepayment A1	---	---	\$49,057	---	\$49,057
Prepayment A2	---	---	\$15,965	---	\$15,965
Construction	---	---	---	\$18,792	\$18,792
<u>Series 2016 A3</u>					
Reserve A3	---	---	\$142,668	---	\$142,668
Revenue A3	---	---	\$333,162	---	\$333,162
Prepayment A3	---	---	\$86,558	---	\$86,558
Dreamfinders Acquisition	---	---	---	\$63	\$63
Dreamfinders Supp. Constr.	---	---	---	\$671,569	\$671,569
<u>Series 2019A/B</u>					
Reserve A	---	---	\$56,094	---	\$56,094
Cap Interest A	---	---	\$129,357	---	\$129,357
Cap Interest B	---	---	\$70,018	---	\$70,018
Acquisition & Construction	---	---	---	\$2,456,200	\$2,456,200
Restricted Acq & Construction	---	---	---	\$1,711,514	\$1,711,514
Cost of Issuance	---	---	---	\$649	\$649
Due from Other	\$103	---	---	---	\$103
Due from General	---	---	\$0	---	\$0
Due from Rec Fund	\$68,866	---	---	---	\$68,866
Due from Golf Course	\$34,535	---	---	---	\$34,535
TOTAL ASSETS	\$777,190	\$280,711	\$2,990,846	\$4,858,786	\$8,907,534
<u>LIABILITIES:</u>					
Accounts Payable	\$30,329	\$4,050	---	---	\$34,379
Due to Other Funds	\$3,765	---	---	---	\$3,765
<u>FUND BALANCES:</u>					
Restricted for Debt Service	---	---	\$2,990,846	---	\$2,990,846
Restricted for Capital Projects	---	---	---	\$4,858,786	\$4,858,786
Unassigned	\$743,097	\$276,661	---	---	\$1,019,758
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$777,190	\$280,711	\$2,990,846	\$4,858,786	\$8,907,534

SOUTH VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures For the Period Ended April 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
REVENUES:				
Maintenance Assessments - Tax Collector	\$740,954	\$645,190	\$645,190	\$0
Maintenance Assessments - Direct	\$1,267	\$950	\$950	\$0
Inrerest Income	\$0	\$0	\$1,172	\$1,172
Misc Income - Boundary Amendment	\$0	\$0	\$25,000	\$25,000
TOTAL REVENUES	\$742,221	\$646,140	\$672,312	\$26,172
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$13,000	\$7,583	\$6,800	\$783
FICA Taxes	\$1,000	\$583	\$520	\$63
Engineering	\$15,000	\$8,750	\$2,750	\$6,000
Arbitrage	\$1,800	\$0	\$0	\$0
Dissemination	\$5,000	\$2,917	\$3,500	(\$583)
Assessment Roll	\$5,300	\$5,300	\$5,260	\$40
Attorney	\$35,000	\$20,417	\$29,500	(\$9,083)
Annual Audit	\$4,500	\$0	\$0	\$0
Trustee Fees	\$15,000	\$0	\$0	\$0
Management Fees	\$45,000	\$26,250	\$26,250	\$0
Computer Time	\$1,000	\$583	\$583	\$0
Telephone	\$500	\$292	\$476	(\$184)
Postage	\$1,500	\$875	\$1,091	(\$216)
Printing & Binding	\$3,300	\$1,925	\$1,921	\$4
Insurance	\$7,200	\$7,200	\$5,298	\$1,902
Legal Advertising	\$1,000	\$583	\$2,762	(\$2,179)
Other Current Charges	\$1,200	\$700	\$2,933	(\$2,233)
Office Supplies	\$100	\$58	\$239	(\$181)
Dues, Licenses, Subscriptions	\$200	\$200	\$175	\$25
Contingency	\$572	\$334	\$0	\$334
TOTAL ADMINISTRATIVE	\$157,172	\$84,550	\$90,058	(\$5,508)
COMMUNITY APPEARANCE				
Utilities	\$95,000	\$55,417	\$37,677	\$17,740
Interlocal Agreement - MVCDD	\$36,000	\$36,000	\$35,754	\$246
Personnel	\$199,408	\$116,321	\$2,531	\$113,791
Landscape - Contract	\$155,518	\$90,719	\$88,076	\$2,642
Landscape - Contingency	\$30,000	\$17,500	\$19,904	(\$2,404)
Landscape - Irrigation Repairs	\$10,500	\$6,125	\$0	\$6,125
Lake - Contract	\$25,423	\$14,830	\$15,162	(\$332)
Miscellaneous - Direct Cost	\$10,000	\$5,833	\$9,720	(\$3,887)
Security	\$23,200	\$13,533	\$15,657	(\$2,123)
Capital Outlay	\$0	\$0	\$5,181	(\$5,181)
TOTAL COMMUNITY APPEARANCE	\$585,049	\$356,279	\$229,662	\$126,617
TOTAL EXPENDITURES	\$742,221	\$440,829	\$319,720	\$121,109
EXCESS REVENUES (EXPENDITURES)	\$0		\$352,592	
FUND BALANCE - Beginning			\$390,504	
FUND BALANCE - Ending			\$743,097	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE

Statement of Revenues & Expenditures
For the Period Ended April 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
<u>REVENUES:</u>				
Special Assessments	\$250,416	\$218,065	\$218,065	\$0
Interest Income	\$0	\$0	\$383	\$383
TOTAL REVENUES	\$250,416	\$218,065	\$218,448	\$383
<u>EXPENDITURES:</u>				
Capital Outlay/Repair & Replacement	\$250,000	\$95,878	\$95,878	\$0
Other Current Charges	\$300	\$175	\$209	(\$34)
TOTAL EXPENDITURES	\$250,300	\$96,053	\$96,088	(\$34)
EXCESS REVENUES (EXPENDITURES)	\$116		\$122,360	
FUND BALANCE - Beginning	\$63,358		\$154,301	
FUND BALANCE - Ending	\$63,474		\$276,661	

SOUTH VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended April 30, 2019

ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
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REVENUES:

Assessments - Tax Collector	\$1,490,047	\$1,294,533	\$1,294,533	\$0
Direct Assessments	\$24,874	\$18,656	\$18,656	\$0
Prepayments	\$0	\$0	\$64,569	\$64,569
Interest Income	\$0	\$0	\$17,811	\$17,811

TOTAL REVENUES

\$1,514,921	\$1,313,189	\$1,395,569	\$82,380
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EXPENDITURES:

Series 2016 A-1 Refunding Bonds

Interest Expense - 11/1	\$195,013	\$195,013	\$195,013	\$0
Special Call - 11/1	\$0	\$0	\$35,000	(\$35,000)
Interest Expense - 5/1	\$195,013	\$0	\$0	\$0
Principal Expense - 5/1	\$600,000	\$0	\$0	\$0

Series 2016 A-1 Revenue Bonds

Interest Expense - 11/1	\$57,281	\$57,281	\$57,281	\$0
Interest Expense - 5/1	\$57,281	\$0	\$0	\$0

Series 2016 A-2 Refunding Bonds

Interest Expense - 11/1	\$99,624	\$99,624	\$99,624	\$0
Principal Expense - 5/1	\$170,000	\$0	\$0	\$0
Interest Expense - 5/1	\$99,624	\$0	\$0	\$0

Series 2016 A-2 Revenue Bonds

Interest Expense - 11/1	\$20,875	\$20,875	\$20,875	\$0
Interest Expense - 5/1	\$20,875	\$0	\$0	\$0

TOTAL EXPENDITURES

\$1,515,586	\$372,793	\$407,793	(\$35,000)
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OTHER SOURCES/(USES):

FUND BALANCE - Beginning	\$430,291	\$1,185,212
FUND BALANCE - Ending	<u>\$429,626</u>	<u>\$2,172,988</u>

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2016A3 Special Assessment Revenue and Refunding Bonds
Statement of Revenues & Expenditures
For the Period Ended April 30, 2019

ADOPTED BUDGET	PRORATED THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
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REVENUES:

Assessments - Tax Collector	\$396,452	\$325,339	\$325,339	\$0
Prepayments	\$0	\$0	\$126,508	\$126,508
Interest Income	\$0	\$0	\$4,724	\$4,724

TOTAL REVENUES

\$396,452	\$325,339	\$456,571	\$131,232
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EXPENDITURES:

Series 2016 A-3 Refunding Bonds

Interest Expense - 11/1	\$86,375	\$86,375	\$85,400	\$975
Special Call - 11/1	\$20,000	\$20,000	\$155,000	(\$135,000)
Special Call - 2/1	\$0	\$0	\$40,000	(\$40,000)
Interest Expense - 2/1	\$0	\$0	\$600	(\$600)
Interest Expense - 5/1	\$86,375	\$0	\$0	\$0
Principal Expense - 5/1	\$105,000	\$0	\$0	\$0

Series 2016 A-3 Revenue Bonds

Interest Expense - 11/1	\$55,125	\$55,125	\$55,125	\$0
Interest Expense - 5/1	\$55,125	\$0	\$0	\$0

TOTAL EXPENDITURES

\$408,000	\$161,500	\$336,125	(\$174,625)
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EXCESS REVENUES (EXPENDITURES)

(\$11,548)	\$120,446
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FUND BALANCE - Beginning	\$315,957	\$441,942
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FUND BALANCE - Ending	<u>\$304,409</u>	<u>\$562,388</u>
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SOUTH VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Series 2019A/B Capital Improvement Revenue Bonds
Statement of Revenues & Expenditures
For the Period Ended April 30, 2019

ADOPTED BUDGET	PRORATED THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
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REVENUES:

Assessments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$748	\$748
TOTAL REVENUES	\$0	\$0	\$748	\$748

EXPENDITURES:

Series 2019A

Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$0	\$0	\$0	\$0
Principal Expense - 5/1	\$0	\$0	\$0	\$0

Series 2019B

Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$0	\$0	\$0	\$0

TOTAL EXPENDITURES

\$0	\$0	\$0	\$0
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OTHER SOURCES/(USES):

Bond Proceeds	\$0	\$0	\$254,722	(\$254,722)
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TOTAL OTHER

\$0	\$0	\$254,722	(\$254,722)
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EXCESS REVENUES (EXPENDITURES)

\$0	\$255,470
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FUND BALANCE - Beginning	\$0	\$0
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FUND BALANCE - Ending	<u>\$0</u>	<u>\$255,470</u>
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SOUTH VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds
Statement of Revenues & Expenditures
For the Period Ended April 30, 2019

ADOPTED BUDGET	PRORATED THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
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REVENUES:

Interest Income	\$0	\$0	\$707	\$707
TOTAL REVENUES	\$0	\$0	\$707	\$707

EXPENDITURES:

Capital Outlay	\$0	\$0	\$49,188	(\$49,188)
TOTAL EXPENDITURES	\$0	\$0	\$49,188	(\$49,188)

OTHER SOURCES/(USES):

Interfund Transfer In	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0

EXCESS REVENUES (EXPENDITURES)	\$0	(\$48,481)
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FUND BALANCE - Beginning \$67,273

FUND BALANCE - Ending \$18,792

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2016A3 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended April 30, 2019

	ADOPTED BUDGET	PRORATED THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$6,064	\$6,064
Capital Assessments	\$0	\$0	\$180,000	\$180,000
TOTAL REVENUES	\$0	\$0	\$186,064	\$186,064
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$8,438	(\$8,438)
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$8,438	(\$8,438)
<u>OTHER SOURCES/(USES):</u>				
Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$177,626	
FUND BALANCE - Beginning			\$494,005	
FUND BALANCE - Ending			\$671,632	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
Series 2019A/B Capital Improvement Revenue Bonds
Statement of Revenues & Expenditures
For the Period Ended April 30, 2019

	ADOPTED BUDGET	PRORATED THRU 04/30/19	ACTUAL THRU 04/30/19	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$12,705	\$12,705
TOTAL REVENUES	\$0	\$0	\$12,705	\$12,705
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$254,344	(\$254,344)
Cost of Issuance	\$0	\$0	\$290,275	(\$290,275)
TOTAL EXPENDITURES	\$0	\$0	\$544,619	(\$544,619)
<u>OTHER SOURCES/(USES):</u>				
Bond Proceeds	\$0	\$0	\$4,700,278	\$4,700,278
TOTAL OTHER	\$0	\$0	\$4,700,278	\$4,700,278
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,168,363	
FUND BALANCE - Beginning			\$0	
FUND BALANCE - Ending			<u>\$4,168,363</u>	

SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2016A1/A2/A3 Capital Improvement Revenue and Refunding Bonds</u>
Original Issue Amount:	\$28,085,000
Interest Rate:	2-5%
Maturity Date:	May 1, 2046

Bonds outstanding - 6/23/16	\$28,085,000
Less:	
11/1/16 A1	(\$30,000)
11/1/16 A2	(\$10,000)
5/1/17 A1	(\$595,000)
5/1/17 A2	(\$165,000)
5/1/17 A3	(\$100,000)
11/1/17 A1	(\$10,000)
11/1/17 A2	(\$5,000)
11/1/17 A3	(\$155,000)
5/1/18 A1	(\$585,000)
5/1/18 A2	(\$165,000)
5/1/18 A3	(\$105,000)
8/1/18 A3	(\$35,000)
11/1/18 A2	(\$35,000)
11/1/18 A3	(\$155,000)
2/1/19 A3	(\$40,000)
Current Bonds Outstanding:	<u>\$25,895,000</u>

Bond Issue:	<u>Series 2019A/B Capital Improvement Revenue Bonds</u>
Original Issue Amount:	\$4,955,000
Interest Rate:	4.75-5.6%
Maturity Date:	May 1, 2049
Reserve Fund Requirement:	25% of MADS

Bonds outstanding - 2/28/19	\$4,955,000
Less:	

Current Bonds Outstanding:	<u>\$4,955,000</u>
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Adopted Budget	Oct	Nov.	Dec.	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
\$740,954	\$0	\$186,833	\$417,106	\$13,479	\$12,337	\$8,371	\$7,064	\$0	\$0	\$0	\$0	\$0	\$645,190
\$1,267	\$0	\$0	\$0	\$950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950
\$0	\$157	\$157	\$171	\$179	\$161	\$178	\$170	\$0	\$0	\$0	\$0	\$0	\$1,172
\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
\$742,221	\$157	\$186,989	\$442,277	\$14,608	\$12,498	\$8,549	\$7,234	\$0	\$0	\$0	\$0	\$0	\$672,312
\$13,000	\$1,000	\$800	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$6,800
\$1,000	\$77	\$61	\$77	\$77	\$77	\$77	\$77	\$0	\$0	\$0	\$0	\$0	\$520
\$15,000	\$0	\$0	\$1,063	\$375	\$938	\$375	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$5,000	\$417	\$417	\$417	\$417	\$417	\$708	\$708	\$0	\$0	\$0	\$0	\$0	\$3,500
\$5,300	\$5,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,260
\$35,000	\$13,960	\$3,901	\$1,850	\$3,606	\$2,635	\$3,548	\$0	\$0	\$0	\$0	\$0	\$0	\$29,500
\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$45,000	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
\$500	\$35	\$148	\$0	\$114	\$8	\$97	\$74	\$0	\$0	\$0	\$0	\$0	\$476
\$1,500	\$74	\$221	\$103	\$129	\$75	\$190	\$298	\$0	\$0	\$0	\$0	\$0	\$1,091
\$3,300	\$830	\$89	\$241	\$98	\$408	\$115	\$139	\$0	\$0	\$0	\$0	\$0	\$1,921
\$7,200	\$5,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,298
\$1,000	\$0	\$0	\$2,039	\$80	\$62	\$581	\$0	\$0	\$0	\$0	\$0	\$0	\$2,762
\$1,200	\$850	\$7	\$310	\$1,750	\$0	\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$2,933
\$100	\$153	\$8	\$67	\$0	\$8	\$1	\$3	\$0	\$0	\$0	\$0	\$0	\$239
\$200	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
\$572	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$157,172	\$31,960	\$9,486	\$11,000	\$11,478	\$9,460	\$10,541	\$6,133	\$0	\$0	\$0	\$0	\$0	\$90,058
\$95,000	\$5,386	\$4,366	\$4,755	\$4,557	\$5,070	\$6,194	\$7,350	\$0	\$0	\$0	\$0	\$0	\$37,677
\$36,000	\$0	\$0	\$0	\$35,754	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,754
\$199,408	\$1,803	\$0	\$0	\$0	\$0	\$727	\$0	\$0	\$0	\$0	\$0	\$0	\$2,531
\$155,518	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$0	\$0	\$0	\$0	\$0	\$88,076
\$30,000	\$0	\$3,745	\$4,460	\$0	\$0	\$0	\$11,699	\$0	\$0	\$0	\$0	\$0	\$19,904
\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$25,423	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$0	\$0	\$0	\$0	\$0	\$15,162
\$10,000	\$0	\$0	\$800	\$7,720	\$800	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$9,720
\$23,200	\$1,589	\$2,795	\$2,180	\$2,313	\$875	\$3,330	\$2,575	\$0	\$0	\$0	\$0	\$0	\$15,657
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,181	\$0	\$0	\$0	\$0	\$0	\$5,181</

South Village
Community Development District
Series 2016 A2 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through April 30, 2019

Opening Balance in Construction Account Series 2016 A2	\$4,514,463.83
Source of Funds:	
Interest Earned	\$7,212.57
Transfer In	\$6,527.25

Use of Funds:

Disbursements:	Golf Course Acquisition	(\$2,621,109.02)
	Renovation to Aquatic Facilities	(\$343,128.75)
	Tennis Facility Expansion	(\$348,137.40)
	Renovations to Athletic Center	(\$162,919.99)
	Golf Clubhouse Renovations	(\$397,579.54)
	Community Upgrades	(\$40,251.30)
	Golf Practice Facility	(\$43,897.57)
	Professional Fees (Soft Costs)	(\$56,028.48)
	Cost of Issuance	(\$496,360.05)

Adjusted Balance in Construction Account at April 30, 2019	<u>\$18,791.55</u>
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2. Funds Available For Construction at April 30, 2019

Book Balance of Construction Fund at April 30, 2019	\$ 18,791.55
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Contracts in place at April 30, 2019

Construction Funds available at April 30, 2019	<u>\$ 18,791.55</u>
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3. Investments -U.S. Bank

April 30, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.01%			\$18,791.55

ADJ: Outstanding Requisitions Series 2016 A2	\$ -
Balance at 4/30/19	<u>\$ 18,791.55</u>

South Village
Community Development District
Series 2016 A3 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through April 30, 2019

Opening Balance in Construction Account Series 2016 A3		\$2,208,094.98
Source of Funds:		
	Interest Earned	\$10,826.41
	Trans to/from Debt Service	(\$6,526.50)
	Prepayments	\$590,000.00
Use of Funds:		
Disbursements:	Roads	(\$195,250.12)
	Stormwater	(\$470,069.36)
	Water	(\$283,608.17)
	Reclaimed Water	(\$220,187.74)
	Sewer	(\$281,334.89)
	General Conditions/Erosion/Earthwork	(\$549,825.66)
	Contingency	(\$47,611.47)
	Cost of Issuance	(\$82,875.93)
Adjusted Balance in Construction Account at April 30, 2019		<u><u>\$671,631.55</u></u>

2. Funds Available For Construction at April 30, 2019

Book Balance of Construction Fund at April 30, 2019	\$ 671,631.55
Contracts in place at April 30, 2019	
Construction Funds available at April 30, 2019	<u><u>\$ 671,631.55</u></u>

3. Investments -U.S. Bank

April 30, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.01%			\$671,631.55
ADJ: Outstanding Requisitions Series 2016 A3					\$ -
Balance at 4/30/19					<u><u>\$ 671,631.55</u></u>

South Village
Community Development District
Series 2019 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through April 30, 2019

Opening Balance in Construction Account Series 2019	\$4,700,278.00
Source of Funds:	
Interest Earned	\$11,598.20
Transfer In	\$0.00
Use of Funds:	
Disbursements:	
Design	(\$234,719.23)
Lake Park (Amenity Area)	\$0.00
Neighborhood Parks	\$0.00
Neighborhood Monuments (Signage)	\$0.00
Roads, Ponds, Stormwater System	(\$8,866.53)
Utilities	\$0.00
Contingency	\$0.00
Professional Fees (Soft Costs)	(\$9,652.17)
Cost of Issuance	(\$290,275.00)
Adjusted Balance in Construction Account at April 30, 2019	<u><u>\$4,168,363.27</u></u>

2. Funds Available For Construction at April 30, 2019

Book Balance of Construction Fund at April 30, 2019	\$ 4,168,363.27
Contracts in place at April 30, 2019	
Construction Funds available at April 30, 2019	<u><u>\$ 4,168,363.27</u></u>

3. Investments -U.S. Bank

April 30, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight				\$4,168,363.27
ADJ: Outstanding Requisitions Series 2019					\$ -
Balance at 4/30/19					<u><u>\$ 4,168,363.27</u></u>

South Village CDD Golf Initiation Fee

ST#	STREET	ST SUF	NEIGHBORHOOD	CLOSING COMPANY	INITIATION FEE PAID	Estoppel Date	DATE PD
4266	EAGLE LANDING	PKWY	PINEHURST	EXACTA		10/1/18	
1132	LAUREL VALLEY	DR		DREAM FINDERS	\$ 500.00	10/4/18	10/2/18
2498	CLUB LAKE	DR	PRAIRIE DUNES	DREAM FINDERS		10/4/18	
2425	CLUB LAKE	DR	PRAIRIE DUNES	DREAM FINDERS	\$ 500.00	10/4/18	10/22/18
1132	AUTUMN PINES	DR	TORREY PINES	WATSON	\$ 500.00	10/4/18	11/6/18
1080	SOUTHERN HILLS	DR	SOUTHERN HILLS	DREAM FINDERS	\$ 500.00	10/15/18	12/7/18
2059	CLUB LAKE	DR	SOUTHERN HILLS	DREAM FINDERS		10/15/18	
1441	AUTUMN PINES	DR		DREAM FINDERS	\$ 500.00	10/15/18	11/13/18
4603	GOLF BROOK	RD	GRAY HAWK	HEAD	\$ 500.00	10/30/18	11/20/18
4463	QUAIL HOLLOW	RD	QUAIL HOLLOW	HEAD	\$ 500.00	10/30/18	11/14/18
1319	EAGLE CROSSING	DR	GLEN EAGLES	HEAD	\$ 500.00	10/30/18	11/6/18
1915	EAGLES POINT	DR	EMERALD DUNES	SHEFFIELD	\$ 500.00	10/30/18	11/20/18
4415	CASTLE PALM	CT	SOUTHERN HILLS	DREAM FINDERS		10/30/18	
1430	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS	\$ 500.00	10/30/18	11/6/18
2293	CLUB LAKE	DR	GRAY HAWK	HEAD	\$ 500.00	11/21/18	12/7/18
2250	CLUB LAKE	DR	CAMP CREEK	TITLE AMERICA	\$ 500.00	11/28/18	1/3/18
1900	EAGLES POINT	DR	EMERALD DUNES	SHEFFIELD		11/28/18	
1894	GREEN ISLAND	CIR	EMERALD DUNES	SHEFFIELD	\$ 500.00	11/28/18	1/3/18
1471	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS	\$ 500.00	11/28/18	12/7/18
1100	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS	\$ 500.00	11/28/18	12/7/18
4442	CARRIAGE OAK	LN	SOUTHERN HILLS	DREAM FINDERS	\$ 500.00	11/28/18	12/7/18
978	AUTUMN PINES	DR	SEA PINES	LANDMARK	\$ 500.00	12/10/18	1/3/18
1035	PRAIRIE DUNES	CT	PRAIRIE DUNES	KENDALL TITLE SERVICES	\$ 500.00	12/10/18	1/3/18
4488	GRAY HAWK	ST	GRAY HAWK	PROLOGIX	\$ 500.00	12/10/18	4/22/19
4250	EAGLE LANDING	PKWY	PINEHURST	HEAD	\$ 500.00	12/10/18	1/3/18
2505	CLUB LAKE	DR	TORREY PINES	BOGIN		12/10/18	
4415	CASTLE PALM	CT	SOUTHERN HILLS	DREAM FINDERS (GOLDEN DOG)		12/10/18	
2059	CLUB LAKE	DR	SOUTHERN HILLS	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	12/10/18	1/3/18
1136	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	12/10/18	3/14/19
1508	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		12/10/18	
1154	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		12/10/18	
2217	CLUB LAKE	DR	SOUTHERN HILLS	INTRUST TITLE		12/21/18	
999	PRAIRIE DUNES	CT	PRAIRIE DUNES	TITLE AMERICA		12/21/18	
2505	CLUB LAKE	DR	TORREY PINES	BOGIN		12/21/18	
1502	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	1/9/19	2/6/19
1488	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	1/9/19	1/23/19
1349	EAGLE CROSSING	DR	ROYAL PINES	HEAD		1/9/19	
2167	CLUB LAKE	DR	SOUTHERN HILLS	SHEFFIELD		1/9/19	
4580	GOLF BROOK	RD	GRAY HAWK	DREAM FINDERS (GOLDEN DOG)		1/9/19	
1111	GREEN PINE	CIR	HARBOUR TOWN	GIBRALTAR		1/9/19	
4451	QUAIL HOLLOW	RD	QUAIL HOLLOW	HOME SHIELD	\$ 500.00	1/14/19	2/19/19
1464	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	1/23/19	2/25/19
1504	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	1/23/19	2/22/19
1448	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	1/23/19	2/6/19
1263	AUTUMN PINES	DR	TORREY PINES	SHEFFIELD	\$ 500.00	1/23/19	3/5/19
1672	CROOKED OAK	DR	OAKMONT	SHEFFIELD	\$ 500.00	1/23/19	2/25/19
1466	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	2/7/19	2/25/19
1087	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	2/7/19	2/25/19
1742	WILD DUNES	CIR	WILD DUNES	SHEFFIELD	\$ 500.00	2/7/19	3/29/19
1893	GREEN ISLAND	CIR	EMERALD DUNES	SHEFFIELD	\$ 500.00	2/7/19	3/25/19
1589	GREEN MOSS	LN	OAKMONT	SHEFFIELD	\$ 500.00	2/7/19	3/5/19

South Village CDD Golf Initiation Fee

4225	EAGLE LANDING	PKWY	PINEHURST	SHEFFIELD		2/7/19	
1123	SOUTHERN HILLS	DR	SOUTHERN HILLS	HOME SHIELD	\$ 500.00	2/7/19	2/22/19
1873	GREEN ISLAND	DR	EMERALD DUNES	SHEFFIELD	\$ 500.00	2/7/19	3/5/19
2191	CLUB LAKE	DR	SOUTHERN HILLS	WATSON		2/13/19	
1925	EAGLES POINT	DR	EMERALD DUNES	SHEFFIELD	Already Paid	2/13/19	
1712	WILD DUNES	CIR	WILD DUNES	SHEFFIELD	\$ 500.00	2/22/19	3/29/19
1427	EAGLE CROSSING	DR	ROYAL PINES	DREAM FINDERS (GOLDEN DOG)		2/22/19	
4412	CASTLE PALM	CT	SOUTHERN HILLS	WATSON	\$ 500.00	3/7/19	3/25/19
1465	SHADOW CREEK	DR	SHADOW CREEK	HEAD		3/7/19	
1101	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	3/7/19	3/25/19
1477	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		3/19/19	
1258	AUTUMN PINES	DR	TORREY PINES	HOME SHIELD		3/19/19	
TBD	SHADOW CREEK	DR	SHADOW CREEK	SHEFFIELD	\$ 500.00	3/19/19	4/2/19
997	AUTUMN PINES	DR	SEA PINES	PROPLOGIX		3/27/19	
1120	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	3/27/19	5/15/19
2267	CLUB LAKE	DR	GRAY HAWK	PROPLOGIX		3/27/19	
1111	GREEN PINE	CIR	HARBOUR TOWN	GIBRALTAR		3/27/19	
4435	QUAIL HOLLOW	DR	QUAIL HOLLOW	THOMAS SANTORO	\$ 500.00	3/27/19	3/29/19
1349	EAGLE CROSSING	DR	ROYAL PINES	HEAD	\$ 500.00	3/27/19	4/12/19
1489	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		4/5/19	
996	AUTUMN PINES	DR	SEA PINES	TITLE AMERICA	\$ 500.00	4/5/19	4/12/19
1054	SOUTHERN HILLS	DR	SOUTHERN HILLS	RYAN,MARKS, & STROMBERG	\$ 500.00	4/15/19	4/22/19
1158	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	4/17/19	5/13/19
1437	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	4/17/19	5/9/19
1402	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	4/17/19	5/15/19
1434	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	4/17/19	5/15/19
1321	AUTUMN PINES	DR	TORREY PINES	DREAM FINDERS (GOLDEN DOG)	\$ 500.00	4/17/19	5/2/19
2125	CLUB LAKE	DR	SOUTHERN HILLS	HOME SHIELD		4/17/19	
3959	ROYAL PINES	DR	ROYAL PINES	HEAD	\$ 500.00	4/17/19	5/13/19
2055	CLUB LAKE	DR	SOUTHERN HILLS	RYAN,MARKS, & STROMBERG	\$ 500.00	4/17/19	5/2/19
1086	LAUREL VALLEY	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		4/24/19	
1534	BAY FOREST	LN	OAKMONT	HEAD	Cancelled	4/24/19	
1288	HARBOUR TOWN	DR	GLEN EAGLES	KENDALL TITLE SERVICES	\$ 500.00	4/24/19	5/9/19
4428	VISTA POINT	LN	WILD DUNES	PROPLOGIX	\$ 500.00	4/24/19	5/28/19
2245	CLUB LAKE	DR	SOUTHERN HILLS	THOMAS SANTORO		4/24/19	
1088	AUTUMN PINES	DR	SEA PINES	SHEFFIELD		4/24/19	
1442	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)		5/1/19	
1054	SPANISH BAY	CT	SPANISH BAY	HOME SHIELD		5/1/19	
1113	LAUREL VALLEY	DR	LAUREL VALLEY	NU WORLD TITLE	\$ 500.00	5/1/19	5/14/19
4448	QUAIL HOLLOW	RD	QUAIL HOLLOW	RYAN,MARKS, & STROMBERG	\$ 500.00	5/1/19	5/28/19
1413	AUTUMN PINES	DR	LAUREL VALLEY	DREAM FINDERS (GOLDEN DOG)			
1980	BRIDGEWOOD	DR	SOUTHERN HILLS	LANDMARK	\$ 500.00		5/10/19
1698	WILD DUNES	CIR	WILD DUNES	HEAD			
1658	CROOKED OAK	DR	OAKMONT	RYAN,MARKS, & STROMBERG	\$ 500.00		5/28/19
				Total	\$29,500.00		

B.

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2019 Assessment Receipt Summary

ASSESSED	# UNITS ASSESSED	SERIES 2016A-1 DEBT SERVICE ASSESSED	SERIES 2016A-2 DEBT SERVICE ASSESSED	SERIES 2016A-3 DEBT SERVICE ASSESSED	FY19 O&M ASSESSED	TOTAL ASSESSED
EAGLE LANDING - UNITS (1)	18	18,088.02	6,786.00	-	1,267.00	26,141.02
TOTAL DIRECT BILLS ASSESSED	18	18,088.02	6,786.00	-	1,267.00	26,141.02
NET TAX ROLL ASSESSED	1,332	1,081,022.94	405,560.71	373,604.88	2,043,094.06	3,903,282.58
FUNDING AGREEMENT PER BUDGET		-			-	-
TOTAL ASSESSED	1,350	1,099,110.96	412,346.71	373,604.88	2,044,361.06	3,929,423.60

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE PAID	SERIES 2016A-2 DEBT SERVICE PAID	SERIES 2016A-3 DEBT SERVICE PAID	O&M PAID	TOTAL PAID
EAGLE LANDING - UNITS (1)	-	18,088.02	6,786.00	-	1,267.00	26,141.02
DIRECT BILLS DUE / RECEIVED	-	18,088.02	6,786.00	-	1,267.00	26,141.02
TAX ROLL DUE / RECEIVED	319.83	1,080,934.36	405,527.47	373,574.26	2,042,926.66	3,902,962.75
FUNDING AGREEMENT RECEIVED	-	-			-	-
TOTAL DUE / RECEIVED	319.83	1,099,022.38	412,313.47	373,574.26	2,044,193.66	3,929,103.77

(1) Assessments are due 50% by 12/1/18, 25% by 2/1/19 and 25% by 5/1/19

SUMMARY OF TAX ROLL RECEIPTS						
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	SERIES 2016A-1 DEBT RECEIPTS	SERIES 2016A-2 DEBT RECEIPTS	SERIES 2016A-3 DEBT RECEIPTS	O&M RECEIPTS
1	11/14/2018	57,655.04	15,967.69	5,990.50	5,518.48	30,178.37
2	11/30/2018	926,625.45	256,631.01	96,278.67	88,692.47	485,023.30
3	12/10/2018	1,951,481.47	540,467.21	202,763.75	186,787.14	1,021,463.37
4	12/19/2018	245,937.84	68,113.04	25,553.55	23,540.08	128,731.17
5	1/17/2019	71,010.42	19,666.50	7,378.16	6,796.80	37,168.96
6	2/20/2019	64,994.91	18,000.49	6,753.13	6,221.02	34,020.27
7	3/21/2019	44,101.78	12,214.09	4,582.28	4,221.23	23,084.18
8	4/12/2019	37,214.07	10,306.52	3,866.63	3,561.97	19,478.95
9	5/13/2019	503,941.77	139,567.81	52,360.80	48,235.07	263,778.09
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
TOTAL RECEIVED TAX ROLL		3,902,962.75	1,080,934.36	405,527.47	373,574.26	2,042,926.66

PERCENT COLLECTED	TOTAL	SERIES 2016A1-1	SERIES 2016A1-2	SERIES 2016A-3	O&M
% COLLECTED DIRECT BILL	100.00%	100.00%	100.00%	0.00%	100.00%
% COLLECTED TAX ROLL	99.99%	99.99%	99.99%	99.99%	99.99%
TOTAL PERCENT COLLECTED	99.99%	99.99%	99.99%	99.99%	99.99%

C.

South Village Community Development District

Summary of Invoices

June 4, 2019

Fund	Date	Check No.s	Amount
<i>General Fund</i>	4/1-4/30	2739-2752	\$ 33,068.14
<i>Capital Reserve</i>	4/1-4/30	71	\$ 3,200.00
Total Invoices for Approval			\$ 36,268.14

***FedEx invoices are available by request*

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/18/19	00038	4/05/19 04052019	201903 320-57200-43100		*	4,650.11	
		MAR 19 - WATER/SEWER					
				CLAY COUNTY UTILTITY AUTHORITY			4,650.11 002739
4/18/19	00031	4/08/19 5875489	201903 320-57200-43000		*	1,397.00	
		MAR 19 - ELECTRIC SERVICE					
		4/08/19 5929377	201903 320-57200-43000		*	95.00	
		MAR 19 - ELECTRIC SERVICE					
		4/08/19 6474431	201903 320-57200-43000		*	51.00	
		MAR 19 - ELECTRIC SERVICE					
				CLAY ELECTRIC COOPERATIVE, INC.			1,543.00 002740
4/18/19	00045	3/31/19 03312019	201903 320-57200-34500		*	125.00	
		3/16-3/31/19 SCHEDULING					
		3/31/19 03312019	201903 320-57200-34500		*	115.00	
		3/16-3/31/19 AGENCY FEE					
		4/15/19 04152019	201904 320-57200-34500		*	175.00	
		4/01-4/15/19 AGENCY FEE					
				CLAY COUNTY SHERIFF'S OFFICE			415.00 002741
4/18/19	00050	3/18/19 03182019	201903 320-57200-34500		*	150.00	
		SECURITY SVC THRU 3/18/19					
		3/27/19 03272019	201903 320-57200-34500		*	150.00	
		SECURITY SVC THRU 3/27/19					
		4/03/19 04032019	201904 320-57200-34500		*	150.00	
		SECURITY SVC THRU 4/3/19					
		4/15/19 04152019	201904 320-57200-34500		*	150.00	
		SECURITY SVC THRU 4/15/19					
				JEFFREY DEESE			600.00 002742
4/18/19	00003	2/05/19 64505292	201902 310-51300-42000		*	98.44	
		DELIVERIES 02/05/19					
		4/02/19 65078208	201904 310-51300-42000		*	102.13	
		DELIVERIES THRU 4/2/19					
		4/09/19 65149724	201904 310-51300-42000		*	29.22	
		DELIVERIES THRU 4/09/19					
		4/09/19 65162851	201904 310-51300-42000		*	39.10	
		DELIVERIES THRU 4/09/19					
				FEDEX			268.89 002743
4/18/19	00018	4/01/19 240	201904 310-51300-34000		*	3,750.00	
		APR 19 - MGMT FEES					
		4/01/19 240	201904 310-51300-35100		*	83.33	
		APR 19 - COMPUTER TIME					
		4/01/19 240	201904 310-51300-31300		*	708.33	
		APR 19 - DISSEMINATION					

SVIL SOUTH VILLAGE PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/01/19 240	201904 310-51300-51000		*	3.31	
		APR 19 -	OFFICE SUPPLIES				
		4/01/19 240	201904 310-51300-42000		*	58.94	
		APR 19 -	POSTAGE				
		4/01/19 240	201904 310-51300-42500		*	139.35	
		APR 19 -	COPIES				
		4/01/19 240	201904 310-51300-41000		*	74.23	
		APR 19 -	TELEPHONE				
				GOVERNMENTAL MANAGEMENT SERVICES			4,817.49 002744
4/18/19	00140	4/09/19 04092019	201904 320-57200-34500		*	150.00	
			SECURITY SV THRU 4/9/19				
				JEFFREY R HOLMES			150.00 002745
4/18/19	00013	12/31/18 105338	201812 310-51300-31500		*	1,850.17	
		DEC 18 -	ATTORNEY FEES				
		2/28/19 106462	201902 310-51300-31500		*	2,635.14	
		FEB 19 -	ATTORNEY FEES				
				HOPPING GREEN & SAMS			4,485.31 002746
4/18/19	00142	4/11/19 04112019	201904 320-57200-34500		*	150.00	
			SECURITY SVC THRU 4/11/19				
				RUDOLPH VALENTINO JACKSON, JR			150.00 002747
4/18/19	00063	4/01/19 423583	201904 320-57200-46800		*	2,166.00	
		APR 19 -	WATER MGMT SVC				
				THE LAKE DOCTORS, INC.			2,166.00 002748
4/18/19	00121	3/20/19 03202019	201903 320-57200-34500		*	150.00	
			SECURITY SVC THRU 3/20/19				
		3/29/19 03292019	201903 320-57200-34500		*	90.00	
			SECURITY SVC THRU 3/29/19				
		4/02/19 04022019	201904 320-57200-34500		*	150.00	
			SECURITY SVC THRU 4/2/19				
		4/05/19 04052019	201904 320-57200-34500		*	150.00	
			SECURITY SVC THRU 4/5/19				
				RYAN LUNSFORD			540.00 002749
4/18/19	00137	3/21/19 03212019	201903 320-57200-34500		*	150.00	
			SECURITY SVC THRU 3/21/19				
		4/10/19 04102019	201904 320-57200-34500		*	150.00	
			SECURITY SVC THRU 4/10/19				
				MATTHEW MCREE			300.00 002750
4/18/19	00144	3/31/19 2019-300	201903 320-57200-49000		*	400.00	
			SERVICE THRU 03/31/19				
				QUANTUM SURGE BUSINESS SOLUTIONS			400.00 002751
				SVIL SOUTH VILLAGE PPOWERS			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/18/19	00076	4/02/19 11507	201904 320-57200-46200		*	12,582.34	
		APR 19 - LANDSCAPE MAINT		TREE AMIGOS OUTDOOR SERVICES			12,582.34 002752

						TOTAL FOR BANK A	33,068.14
						TOTAL FOR REGISTER	33,068.14

SVIL SOUTH VILLAGE PPOWERS

South Village CDD

Utility Schedule

Clay County Utility Authority

Account #	Service Address		Mar-19
00213095	3924-1 Eagle Landing Pkwy	\$	363.17
00213119	3988-1 Eagle Landing Parkway	\$	123.85
00215602	3968-1 Eagle Landing Parkway	\$	168.36
00220803	3973 Eagle Landing Parkway	\$	113.21
00222067	3989 Eagle Landing Parkway	\$	691.74
00229064	3979-2 Eagle Landing Parkway	\$	2,413.22
00230632	3965-1 Eagle Landing Parkway	\$	51.59
00230638	3965-2 Eagle Landing Parkway	\$	51.59
00230640	3965-3 Eagle Landing Parkway	\$	95.06
00230641	3975 Eagle Landing Parkway	\$	245.71
00230642	3979 Eagle Landing Parkway	\$	196.83
00235500	4108-1 Eagle Landing Parkway Irr	\$	37.56
00233750	1433-1 Eagle Landing Parkway	\$	43.66
00502768	2180 Club Lake Drive Reclaimed Irr	\$	24.46
00556739	1294 Autumn Pines Drive	\$	30.10
	Vendor #38	\$	4,650.11
	001.320.57200.43100		

South Village CDD

Utility Schedule

Clay County Utility Authority

Account #	Service Address		Mar-19
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00556739	1294 Autumn Pines Drive	\$	30.10
	Vendor # 38	\$	4,650.11
	001.320.57200.43100		

South Village CDD

Utility Schedule

Clay County Utility Authority

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00556739	1294 Autumn Pines Drive	\$	30.10
	Vendor #38	\$	4,650.11
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday: 8am - 5pm Phone: 904-272-5999

Customer Name: **EAGLE LANDING LIMITED PARTNERSHIP**
Service Address: **1433-1 Eagle Landing Parkway Reclaimed Irrigation**

Bill Date: 04/05/2019

Customer #: 00233750
Route #: MC05530373

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$23.26
Consumption Charges	Tier 1	21.3	x	0.76	\$16.19	
Proration Factor: 0.9667	Tier 2	2.7	x	1.50	\$4.05	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.14
Current Charges	\$43.50
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$43.36

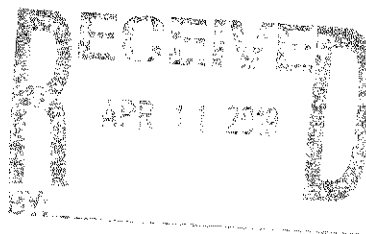
For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$43.36 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$23.26 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$43.36
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$43.36



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

EAGLE LANDING LIMITED PARTNERSHIP

Customer #:00233750

1433-1 Eagle Landing Parkway Reclaimed Irrigation

Route #:MC05530373

Route Group:26

ADDRESSEE

6241 1 MB 0.425 17-17



EAGLE LANDING LIMITED PARTNERSHIP
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO

CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

ABOUT DEPOSITS:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

COLLECTIONS:

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

SERVICE CHARGES:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

ABOUT EMPLOYEES:

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

ACCOUNT INFORMATION CHANGES:

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at www.clayutility.org. If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

Consumer Confidence reports are available at our office and website

<https://www.clayutility.org/ccr>

Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at www.clayutility.org.

**All payments are automatically processed.
Noting changes on this bill stub will not ensure proper changes are made to your account.**



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE CDD

Bill Date: 04/05/2019

Customer #: 00556739

Service Address: 1294 Autumn Pines Drive

Route #: KS05553657

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69806737	.75	04/03/19	29	309	318	9
Base Charges (Prepaid)						\$23.26
Consumption Charges	Tier 1	9.0	x	0.76	\$6.84	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$30.10
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$30.10

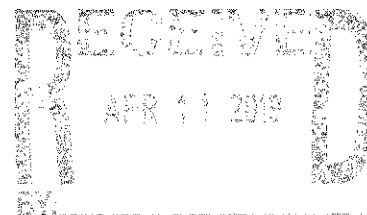
For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

Know your watering days! Lawn and landscape irrigation is allowed no more than two days per week on designated days during daylight savings time. Visit www.sjmd.com/wateringrestrictions/

Please pay \$30.10 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$23.26 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$30.10
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$30.10



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE CDD

Customer #:00556739

1294 Autumn Pines Drive

Route #:KS05553657

Route Group:27

ADDRESSEE

6249 1 MB 0.425 17-17



SOUTH VILLAGE CDD
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO



CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

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SERVICE CHARGE:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 4108-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00235500
Route #: MC05531950

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$23.26
Consumption Charges	Tier 1	19.0	x	0.76	\$14.44	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.14
Current Charges	\$37.70
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$37.56

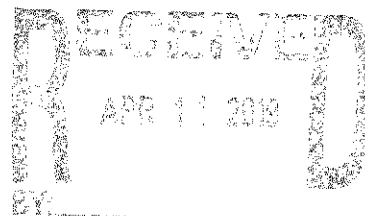
For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$37.56 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$24.02 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$37.56
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$37.56



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
4108-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00235500
Route #:MC05531950
Route Group:26

ADDRESSEE

6242 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761




CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

ABOUT DEPOSITS:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

COLLECTIONS:

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

SERVICE CHARGE:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

ABOUT EMPLOYEES:

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

ACCOUNT INFORMATION CHANGES:

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at www.clayutility.org. If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

Consumer Confidence reports are available at our office and website

<https://www.clayutility.org/ccr>

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Noting changes on this bill stub will not ensure proper changes are made to your account.**



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3979 Eagle Landing Parkway Athletic Club

Bill Date: 04/05/2019

Customer #: 00230642
Route #: MC05530019

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	04/03/19	29	586	591	5

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$51.25
Consumption Charges	Tier 1	5.0	x	1.89		\$9.45
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		5.0	x	4.22		\$21.10

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-2.06
Current Charges	\$198.89
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$196.83

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

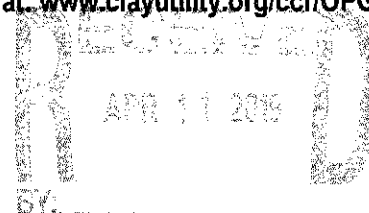
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$196.83 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$192.78 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$196.83
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$196.83



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3979 Eagle Landing Parkway Athletic Club

Customer #:00230642
Route #:MC05530019
Route Group:26

ADDRESSEE

6240 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO


CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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ABOUT DEPOSITS:

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COLLECTIONS:

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SERVICE CHARGE:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3975 Eagle Landing Parkway Residents Club

Bill Date: 04/05/2019

Customer #: 00230641
Route #: MC05530017

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	04/03/19	29	1328	1341	13

Base Charges (Prepaid)	04/05/19 to 05/08/19				\$51.25	
Consumption Charges	Tier 1	13.0	x	1.89	\$24.57	
Proration Factor: 0.9667	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)					\$116.06	
Consumption Charges		13.0	x	4.22	\$54.86	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)					\$0.00	
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-2.06
Current Charges	\$247.77
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$245.71

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

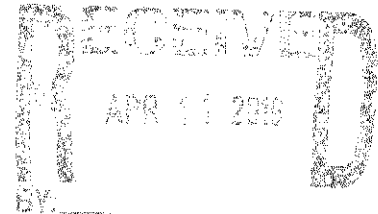
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$245.71 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$229.44 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment

Bill Summary



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3975 Eagle Landing Parkway Residents Club

Customer #:00230641
Route #:MC05530017
Route Group:26

Bill Date	04/05/19
Current Charges	\$245.71
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$245.71

ADDRESSEE

6239 1 MB 0.425 17-17

|||||
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO

|||||
CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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ABOUT DEPOSITS:

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COLLECTIONS:

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SERVICE CHARGE:

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TAX:

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ABOUT EMPLOYEES:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 352-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 04/05/2019

Customer #: 00230640
Route #: MC05530016

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	04/03/19	29	11602	11625	23

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$51.25
Consumption Charges	Tier 1	23.0	x	1.89		\$43.47
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$95.75
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$95.06

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

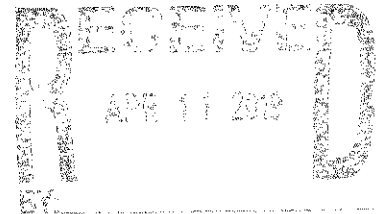
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$95.06 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$59.84 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3965-3 Eagle Landing Parkway Pool Tank

Customer #:00230640
Route #:MC05530016
Route Group:26

ADDRESSEE

6238 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO

Bill Date	04/05/19
Current Charges	\$95.06
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$95.06


CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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COLLECTIONS:

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SERVICE CHARGE:

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TAX:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 04/05/2019

Customer #: 00230638
Route #: MC05530015

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	04/03/19	29	62	62	0

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$51.25
Consumption Charges	Tier 1	0.0	x	1.41		\$0.00
Proration Factor: 0.9667	Tier 2	0.0	x	2.92		\$0.00
	Tier 3	0.0	x	3.79		\$0.00
	Tier 4	0.0	x	4.87		\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$52.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$51.59

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

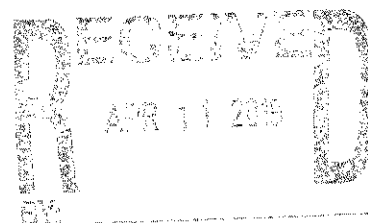
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$51.59 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$52.28 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$51.59
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$51.59



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3965-2 Eagle Landing Parkway Irrigation

Customer #:00230638
Route #:MC05530015
Route Group:26

ADDRESSEE

6237 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO


CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm; Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3965-1 Eagle Landing Parkway Pool Tank

Bill Date: 04/05/2019

Customer #: 00230632
Route #: MC05530013

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535805	1.5	04/03/19	29	942	942	0

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$51.25
Consumption Charges	Tier 1	0.0	x	1.89		\$0.00
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$52.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$51.59

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

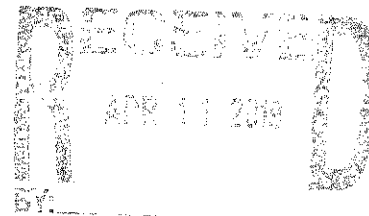
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$51.59 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$93.86 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3965-1 Eagle Landing Parkway Pool Tank

Customer #:00230632
Route #:MC05530013
Route Group:26

ADDRESSEE

6236 1 MB 0.425 17-17

|||||
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO:

Bill Date	04/05/19
Current Charges	\$51.59
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$51.59

|||||
CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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ABOUT DEPOSITS:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

COLLECTIONS:

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

SERVICE CHARGE:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

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ABOUT EMPLOYEES:

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

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3176 Old Jennings Road, Middleburg, Florida 32068
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Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3979-2 Eagle Landing Parkway Irrigation

Bill Date: 04/05/2019

Customer #: 00229064
Route #: MC05530018

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	04/02/19	28	64671	65243	572

Base Charges (Prepaid)	04/05/19 to 05/08/19				\$51.25	
Consumption Charges	Tier 1	46.7	x	1.41	\$65.85	
Proration Factor: 0.9333	Tier 2	70.0	x	2.92	\$204.40	
	Tier 3	116.6	x	3.79	\$441.91	
	Tier 4	338.7	x	4.87	\$1,649.47	

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)					\$0.00	
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)					\$0.00	
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$2,413.91
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$2,413.22

For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

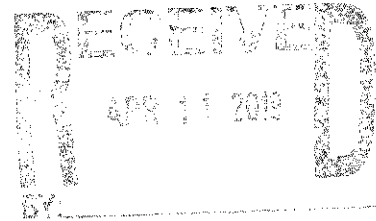
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

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Please pay \$2413.22 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$2116.39 was posted to your account on 03/29/2019.

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Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3979-2 Eagle Landing Parkway Irrigation

Customer #:00229064
Route #:MC05530018
Route Group:26

ADDRESSEE

6235 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



Bill Summary

Bill Date	04/05/19
Current Charges	\$2,413.22
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$2,413.22

MAIL PAYMENT TO


CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

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COLLECTIONS:

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3175 Old Jennings Road, Middleburg, Florida 32068
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Hours: Monday - Friday: 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3989 Eagle Landing Parkway

Bill Date: 04/05/2019

Customer #: 00222067
Route #: MC05530012

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
71814243	1.5	04/03/19	29	7769	7855	86

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$51.25
Consumption Charges	Tier 1	86.0	x	1.89		\$162.54
Proration Factor: 0.9667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		86.0	x	4.22		\$362.92

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-2.06
Current Charges	\$693.80
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$691.74

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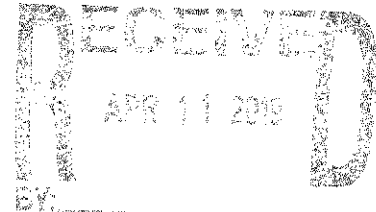
Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$691.74 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$461.62 was posted to your account on 03/29/2019.

Consumer Confidence Reports are available at our office and on our website at: www.clayutility.org/ccr/OPG.pdf



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$691.74
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$691.74



Clay County Utility Authority
3175 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3989 Eagle Landing Parkway

Customer #:00222067
Route #:MC05530012
Route Group:26

ADDRESSEE

6234 1 MB 0.425 17-17


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO


CLAY COUNTY UTILITY AUTHORITY
3175 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

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3176 Old Jennings Road, Middleburg, Florida 32068
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Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3973 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00220803
Route #: MC05530008

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)	04/05/19 to 05/08/19				\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00
	Tier 3	0.0	x	0.00	\$0.00
	Tier 4	0.0	x	0.00	\$0.00

Sewer

Base Charges (Prepaid)					\$0.00
Consumption Charges		0.0	x	0.00	\$0.00

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)					\$77.42
Consumption Charges	Tier 1	48.0	x	0.76	\$36.48
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00
	Tier 3	0.0	x	2.26	\$0.00

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$113.90
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$113.21

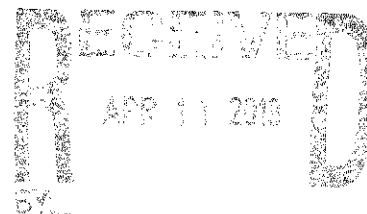
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Please pay \$113.21 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$78.18 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$113.21
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$113.21



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3973 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00220803
Route #:MC05530008
Route Group:26

ADDRESSEE

6233 1 MB 0.425 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO

CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00215602
Route #: MC05530632

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
48011409	2	04/03/19	29	298	358	60
Base Charges (Prepaid)						\$123.86
Consumption Charges	Tier 1	60.0	x	0.76	\$45.60	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-1.10
Current Charges	\$169.46
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$168.36

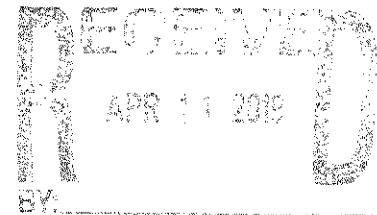
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Please pay \$168.36 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$124.62 was posted to your account on 03/29/2019.



Please return this portion with payment



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3968-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00215602
Route #:MC05530632
Route Group:26

ADDRESSEE:

6346 1 MB 0.425 21-19

|||||
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



Bill Summary

Bill Date	04/05/19
Current Charges	\$168.36
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$168.36

MAIL PAYMENT TO:

|||||
CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

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If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

ACCOUNT INFORMATION CHANGES:

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at www.clayutility.org. If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

Consumer Confidence reports are available at our office and website

<https://www.clayutility.org/ccr>

Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at www.clayutility.org.

**All payments are automatically processed.
Noting changes on this bill stub will not ensure proper changes are made to your account.**



3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00213119
Route #: MC05530624

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	x	0.00	\$0.00		

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
56081900	1.5	04/03/19	29	10192	10254	62
Base Charges (Prepaid)						\$77.42
Consumption Charges	Tier 1	62.0	x	0.76	\$47.12	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$124.54
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$123.85

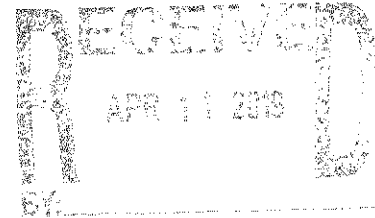
For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$123.85 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$78.18 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$123.85
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$123.85



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3988-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213119
Route #:MC05530624
Route Group:26

ADDRESSEE

6345 1 MB 0.425 21-19

|||||
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO

|||||
CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

ABOUT DEPOSITS:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

COLLECTIONS:

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

SERVICE CHARGE:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

ABOUT EMPLOYEES:

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

ACCOUNT INFORMATION CHANGES:

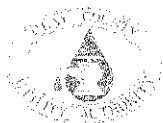
Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at www.clayutility.org. If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
Service Address: 3924-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00213095
Route #: MC05530000

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$77.42
Consumption Charges	Tier 1	72.5	x	0.76	\$55.10	
Proration Factor: 0.9667	Tier 2	24.2	x	1.50	\$36.30	
	Tier 3	86.3	x	2.26	\$195.04	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.69
Current Charges	\$363.86
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$363.17

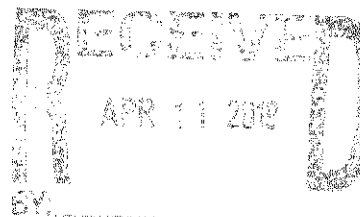
For 21 years, Florida's Governor has recognized April as Water Conservation Month. Join us in our efforts to protect our state's water resources. Call to schedule a free conservation assessment.

Our customers are excellent conservation partners. Pumping from our water plants has decreased 10.93% over the past decade, even though our customers have increased by 6,000 families.

This bill includes your deposit interest for the period ending March 31, 2019. The interest rate paid was .55%

Please pay \$363.17 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$82.74 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT
DISTRICT
3924-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213095
Route #:MC05530000
Route Group:26

Bill Date	04/05/19
Current Charges	\$363.17
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$363.17

ADDRESSEE:

6344 1 MB 0.425 21-19


SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO:


CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

ABOUT THIS BILL:

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SERVICE CHARGE:

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

TAX:

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3176 Old Jennings Road, Middleburg, Florida 32068
Please visit us on the web at www.clayutility.org
Hours: Monday - Friday, 9am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE CDD
Service Address: 2180 Club Lake Drive Reclaimed Irrigation

Bill Date: 04/05/2019

Customer #: 00502768
Route #: MC05531542

Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	04/05/19 to 05/08/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	x	0.00	\$0.00		

Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$15.48
Consumption Charges	Tier 1	12.0	x	0.76	\$9.12	
Proration Factor: 0.9667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$-0.14
Current Charges	\$24.60
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
TOTAL AMOUNT DUE	\$24.46

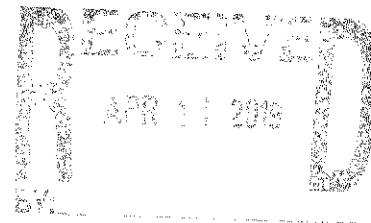
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Please pay \$24.46 by 4/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$15.48 was posted to your account on 03/29/2019.



Please return this portion with payment

Bill Summary

Bill Date	04/05/19
Current Charges	\$24.46
Current Charges Past Due After	04/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$24.46



Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

SOUTH VILLAGE CDD

Customer #:00502768

2180 Club Lake Drive Reclaimed Irrigation

Route #:MC05531542

Route Group:26

ADDRESSEE

6248 1 MB 0.425 17-17



SOUTH VILLAGE CDD
5385 N NOB HILL RD
SUNRISE, FL 33351-4761



MAIL PAYMENT TO



CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS ROAD
MIDDLEBURG, FL 32068

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Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 04/08/2019

Trustee Dist 06

Web Address
clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address				Meter No	Multiplier	
6474431	EAGLE LANDING LIMITED PARTNSP	4045 EAGLE CROSSING DR # 2 IRRIG AND LIGHTS				21626882	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/06/2019	04/04/2019	05/03/19	28120	28334	214	29	7
					Apr 2018	202	29	7

Previous Statement Balance

57.00

03/29/2019 Payment Received - Thank You

57.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/08/2019

Energy

17.40

Access Charge

23.00

Power Cost Adjustment .01740 X 214 KWH

3.72

FLA Gross Receipts Tax

1.13

Florida State Sales Tax

3.14

Clay Co Public Ser Utility Tax

1.52

Clay County Sales Tax

0.45

Operation Round Up

0.64

Current Charges Due on 04/22/2019

\$ 51.00

Total Amount Due

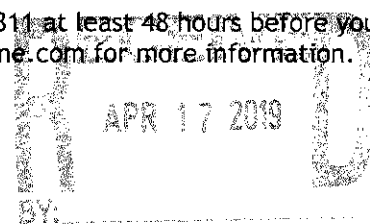
\$ 51.00

Non-Taxable Fuel Amount @ .02855/KWH -\$6.11

Government Taxes/Fees are not imposed by Clay Electric

\$ 6.24

If you plan to plant trees or do other ground excavation work this spring, call 811 at least 48 hours before you dig so underground utilities in the area can be marked. Visit www.callsunshine.com for more information.



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

6217

Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
6474431	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



75725-8A*28*6217*****SINGLE-PIECE
EAGLE LANDING LIMITED PARTNSP
5385 N NOB HILL RD CDD OFFICES
SUNRISE FL 33351

Current Charges
Due Date 04/22/2019
Total Amount Due

\$ 51.00

\$ 51.00

06474431

0000051003

What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit www.clayelectric.com

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682131757752



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.payithere.com/terms. After successful payment using this barcode, you may retrieve your full detailed ereceipt at www.payithere.com/ereceipt.



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 04/08/2019

Trustee Dist 06

Web Address
clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address				Meter No	Multiplier	
5929377	EAGLE LANDING LIMITED PARTNSP	3935 EAGLE LANDING # 2 LANDSCAPE LIGHTS				05102567	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/06/2019	04/04/2019	05/03/19	83347	83951 Apr 2018	604 687	29 29	21 24

Previous Statement Balance

110.55

03/29/2019 Payment Received - Thank You

110.55CR

Previous Balance

\$ 0.00

Current Charges Billed 04/08/2019

Energy

49.11

Access Charge

23.00

Power Cost Adjustment .01740 X 604 KWH

10.51

FLA Gross Receipts Tax

2.12

Florida State Sales Tax

5.89

Clay Co Public Ser Utility Tax

2.62

Clay County Sales Tax

0.85

Operation Round Up

0.90

Current Charges Due on 04/22/2019

\$ 95.00

Total Amount Due

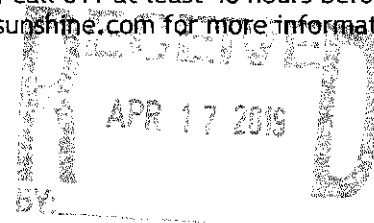
\$ 95.00

Non-Taxable Fuel Amount @ .02855/KWH -\$17.24

Government Taxes/Fees are not imposed by Clay Electric

\$ 11.48

If you plan to plant trees or do other ground excavation work this spring, call 811 at least 48 hours before you dig so underground utilities in the area can be marked. Visit www.callsunshine.com for more information.



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

6217

Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
5929377	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



75725-8A*28*6217*****SINGLE-PIECE
EAGLE LANDING LIMITED PARTNSP
5385 N NOB HILL RD CDD OFFICES
SUNRISE FL 33351

Current Charges
Due Date 04/22/2019
Total Amount Due

\$ 95.00

\$ 95.00

05929377

0000095000

What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit www.clayelectric.com

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682131434915



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.payithere.com/terms. After successful payment using this barcode, you may retrieve your full detailed ereceipt at www.payithere.com/ereceipt.



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 04/08/2019

Trustee Dist 06

Web Address
clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address				Meter No	Multiplier	
*5875489	EAGLE LANDING LIMITED PARTNSP	3935 EAGLE LANDING # 1 WATERFALL & LIGHTS				05102561	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	03/06/2019	04/04/2019	05/03/19	83685	95905 Apr 2018	12220 585	29 29	421 20

Previous Statement Balance

1,246.00

03/29/2019 Payment Received - Thank You

1,246.00CR

Previous Balance

\$ 0.00

Current Charges Billed 04/08/2019

Energy

993.49

Access Charge

23.00

Power Cost Adjustment .01740 X 12220

212.63

FLA Gross Receipts Tax

31.50

Florida State Sales Tax

87.61

Clay Co Public Ser Utility Tax

35.21

Clay County Sales Tax

12.61

Operation Round Up

0.95

Current Charges Due on 04/22/2019

\$ 1,397.00

Total Amount Due

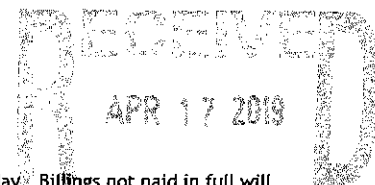
\$ 1,397.00

Non-Taxable Fuel Amount @ .02855/KWH -\$348.88

Government Taxes/Fees are not imposed by Clay Electric

\$ 166.93

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▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.
When Paying By Mail: Return this portion with your payment.

Clay Electric Cooperative, Inc.

P.O. Box 308

6217

Keystone Heights, Florida 32656-0308

Mailing Address Correction: _____

911 Emergency Address: _____

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*5875489	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



75725-8A*28*6217*****SINGLE-PIECE
EAGLE LANDING LIMITED PARTNSP
5385 N NOB HILL RD CDD OFFICES
SUNRISE FL 33351

Current Charges
Due Date 04/22/2019
Total Amount Due

\$ 1,397.00

\$ 1,397.00

05875489 0001397009

What is CheckOut?

Use the barcode below while you shop as a fast convenient way to pay your Clay Electric Cooperative bill through the checkout lane at a Dollar General retailer near you. Only cash will be accepted at these locations. To find a location near you, please visit www.clayelectric.com

Convenience fee of \$1.95 automatically added at checkout



799366144580006371682131419890



By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.payithere.com/terms. After successful payment using this barcode, you may retrieve your full detailed ereceipt at www.payithere.com/ereceipt.

**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	04/10/19	1700	2200	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
Eagle Landing	04/09/19	1800	2300	5.00	\$30.00	\$150.00	JEFFREY HOLMES	\$150.00
Eagle Landing	04/03/19	1400	1900	5.00	\$30.00	\$150.00		
Eagle Landing	04/15/19	1700	2200	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$300.00
Eagle Landing	04/02/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	04/05/19	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$300.00
Eagle Landing	04/11/19	1700	2200	5.00	\$30.00	\$150.00	Rudolph Jackson	\$150.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				35.00	\$5.00		Clay County Sheriff's Office	\$175.00

Invoice total	\$1,225.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

**Eagle Landing
SECURITY INVOICE MARCH 16-31, 2019**

04/01/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	03/18/19	2200	0300	5.00	\$30.00	\$150.00		
Eagle Landing	03/27/19	1600	2100	5.00	\$30.00	\$150.00	JEFF DEESE	\$300.00
Eagle Landing	03/21/19	1720	2220	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
Eagle Landing	03/20/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	03/29/19	2000	2300	3.00	\$30.00	\$90.00	RYAN LUNSFORD	\$240.00
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				23.00	\$5.00		Clay County Sheriff's Office	\$115.00

Invoice total	\$930.00
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Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

**Eagle Landing
SECURITY INVOICE MARCH 16-31, 2019**

04/01/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	03/18/19	2200	0300	5.00	\$30.00	\$150.00		
Eagle Landing	03/27/19	1600	2100	5.00	\$30.00	\$150.00	JEFF DEESE	\$300.00
Eagle Landing	03/21/19	1720	2220	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
Eagle Landing	03/20/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	03/29/19	2000	2300	3.00	\$30.00	\$90.00	RYAN LUNSFORD	\$240.00
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				23.00	\$5.00		Clay County Sheriff's Office	\$115.00

Invoice total	\$930.00
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Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
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Eagle Landing	04/03/19	1400	1900	5.00	\$30.00	\$150.00		
Eagle Landing	04/15/19	1700	2200	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$300.00
Eagle Landing	04/02/19	1800	2300	5.00	\$30.00	\$150.00		
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Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				35.00	\$5.00		Clay County Sheriff's Office	\$175.00

Invoice total	\$1,225.00
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Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 240

Invoice Date: 4/1/19

Due Date: 4/1/19

Case:

P.O. Number:

Bill To:

South Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - April 2019		3,750.00	3,750.00
Information Technology - April 2019		83.33	83.33
Dissemination Agent Services - April 2019		708.33	708.33
Office Supplies		3.31	3.31
Postage		58.94	58.94
Copies		139.35	139.35
Telephone		74.23	74.23
Total			\$4,817.49
Payments/Credits			\$0.00
Balance Due			\$4,817.49

**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	04/10/19	1700	2200	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
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Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				35.00	\$5.00		Clay County Sheriff's Office	\$175.00

Invoice total	\$1,225.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

March 29, 2019

South Village Community Development District
c/o Jim Oliver, District Manager
GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 106462
Billed through 02/28/2019

General Counsel

SVCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

02/01/19	KSB	Review meeting minutes; review encroachment package; circulate to staff; confer with district manager regarding Phase 5 assessments; prepare construction agreement.	2.60 hrs
02/01/19	MKR	Review short form construction agreement with Bing Brothers regarding starter shack and provide comments.	0.20 hrs
02/05/19	KSB	Prepare for, travel to and from, and attend board meeting and financial workshop; confer with district manager regarding funding agreement for boundary amendment expenses.	5.70 hrs
02/07/19	KSB	Perform meeting follow up.	0.60 hrs
02/08/19	KSB	Prepare agreement for room divider.	0.50 hrs
02/12/19	KSB	Review meeting minutes.	0.50 hrs
02/13/19	KEM	Research status of partial release of easement.	0.10 hrs
02/15/19	KSB	Confer with district manager regarding accessibility issues.	0.30 hrs
02/18/19	KEM	Prepare resolution ratifying sale of bonds and second amended disclosure of public financing.	0.80 hrs
02/25/19	KSB	Prepare for and attend agenda call.	0.60 hrs
02/28/19	JLK	Continue ADA related research and case law updates; continue refining and negotiating ADA website agreement; review websites for commencement of compliance responsibilities; confer with DM regarding various posting and ADA related issues.	0.10 hrs
02/28/19	SRS	Continue research regarding ADA website accessibility.	0.10 hrs
Total fees for this matter			\$2,513.50

DISBURSEMENTS

Travel	117.36
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Travel - Meals	4.28
Total disbursements for this matter	\$121.64

MATTER SUMMARY

Kilinski, Jennifer L.	0.10 hrs	200 /hr	\$20.00
Ibarra, Katherine E. - Paralegal	0.90 hrs	125 /hr	\$112.50
Buchanan, Katie S.	10.80 hrs	215 /hr	\$2,322.00
Rigoni, Michelle K.	0.20 hrs	195 /hr	\$39.00
Sandy, Sarah R.	0.10 hrs	200 /hr	\$20.00

TOTAL FEES	\$2,513.50
TOTAL DISBURSEMENTS	\$121.64

TOTAL CHARGES FOR THIS MATTER	\$2,635.14
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BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	200 /hr	\$20.00
Ibarra, Katherine E. - Paralegal	0.90 hrs	125 /hr	\$112.50
Buchanan, Katie S.	10.80 hrs	215 /hr	\$2,322.00
Rigoni, Michelle K.	0.20 hrs	195 /hr	\$39.00
Sandy, Sarah R.	0.10 hrs	200 /hr	\$20.00

TOTAL FEES	\$2,513.50
TOTAL DISBURSEMENTS	\$121.64

TOTAL CHARGES FOR THIS BILL	\$2,635.14
------------------------------------	-------------------

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

January 31, 2019

South Village Community Development District
c/o Jim Oliver, District Manager
GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 105338
Billed through 12/31/2018

General Counsel

SVCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

12/03/18	KSB	Review agenda package; confer with Oliver; confer with Payton.	0.30 hrs
12/04/18	KSB	Prepare for and attend board meeting; confer with Andersen.	3.00 hrs
12/04/18	JEM	Review commitment for conservation lands parcel.	0.10 hrs
12/05/18	MKR	Review meeting follow-up.	0.10 hrs
12/09/18	KSB	Prepare correspondence regarding disclosure requirements.	0.50 hrs
12/13/18	KSB	Confer with Oliver; confer with Ra. Smith; review government ability to restrict usage of public facility.	1.30 hrs
12/13/18	JEM	Review title commitment for conservation area.	0.40 hrs
12/14/18	JEM	Continued review of title commitment for conservation area.	1.00 hrs
12/17/18	KSB	Prepare for and attend conference call regarding usage of golf facilities; confer with Ayers regarding conveyance of conservation area.	1.20 hrs
12/17/18	KEM	Prepare cease and desist letters.	0.30 hrs

Total fees for this matter \$1,816.50

DISBURSEMENTS

Conference Calls 33.67

Total disbursements for this matter \$33.67

MATTER SUMMARY

Merritt, Jason E.	1.50 hrs	270 /hr	\$405.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	6.30 hrs	215 /hr	\$1,354.50
Rigoni, Michelle K.	0.10 hrs	195 /hr	\$19.50

=====

TOTAL FEES	\$1,816.50
TOTAL DISBURSEMENTS	\$33.67
TOTAL CHARGES FOR THIS MATTER	\$1,850.17

BILLING SUMMARY

Merritt, Jason E.	1.50 hrs	270 /hr	\$405.00
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50
Buchanan, Katie S.	6.30 hrs	215 /hr	\$1,354.50
Rigoni, Michelle K.	0.10 hrs	195 /hr	\$19.50

TOTAL FEES	\$1,816.50
TOTAL DISBURSEMENTS	\$33.67
TOTAL CHARGES FOR THIS BILL	\$1,850.17

Please include the bill number on your check.

**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	04/10/19	1700	2200	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
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Eagle Landing	04/02/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	04/05/19	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNS福德	\$300.00
Eagle Landing	04/11/19	1700	2200	5.00	\$30.00	\$150.00	Rudolph Jackson	\$150.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				35.00	\$5.00		Clay County Sheriff's Office	\$175.00

Invoice total	\$1,225.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.



3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

INVOICE

Invoice #	423583
Account #	719371
Invoice Date	4/1/2019
Due Date	4/11/2019
Rep	ERW

Bill To
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com

P.O. No.	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Mgmt Serv-R <i>General Fund Lake - Contract \$2,166.00</i> <i>M. L. Smith 4.4.19</i> Customer Total Balance \$2,166.00	2,166.00
Total Invoice		\$2,166.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Amount Enclosed

Invoice #	423583
Account #	719371
Date	4/1/2019

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
____ Mastercard	____ Visa
Card #	____ American Express
Card Verification #	_____
Exp. Date #	_____
Print Name	_____
Billing Address:	____ Check box if same as above
Signature	_____

**Eagle Landing
SECURITY INVOICE MARCH 16-31, 2019**

04/01/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	03/18/19	2200	0300	5.00	\$30.00	\$150.00		
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Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				23.00	\$5.00		Clay County Sheriff's Office	\$115.00

Invoice total	\$930.00
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**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
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Invoice total	\$1,225.00
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04/01/19

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Invoice total	\$930.00
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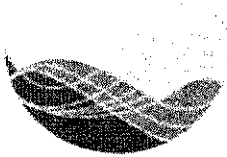
**Eagle Landing
SECURITY INVOICE APRIL 1-15, 2019**

04/16/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
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Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.



QUANTUM
SURGE
BUSINESS SOLUTIONS

JUDE BARWIG
(904) 629-1182

March 31, 2019

INVOICE 2019-3003

To: South Village CDD
Honours Golf

DESCRIPTION:	PRICE:
Services for March 2019: March 1 thru March 31, 2019 – 30 hours per Proposal (Actual Hours worked – 33.5)	\$ 1,200.00
	\$ 1,200.00 / 3

Invoice payable within 30 days of Invoice Date.

Payment to:

Quantum Surge Business
c/o Jude Barwig
3420 Earhart Road
Mount Juliet, TN 37122

judebarwig@gmail.com

\$ 400

572-490



Tree Amigos

Outdoor Services

Invoice

Invoice#: 11507

Date: 04/02/2019

Billed To: South Village CDD
2105 Harbor Lake Drive
Fleming Island FL 32003

Project: Eagle Landing
2105 Harbor Lake Drive
Fleming Island FL 32003

Description	Quantity	Price	Ext Price
March Landscaping Maintenance Services	1.00	12,582.34	12,582.34

Notes:

THANK YOU FOR YOUR BUSINESS!

Invoice Total: \$12,582.34

General Fund
Landscape - Contract
\$12,582.34

Matthew [Signature]
4.9.19

572.402

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/18/19	00026	4/02/19 8057	201904 320-53800-60000	PRIME/PAINT STAIRCASE MET	*	3,200.00	
PERFORMANCE PAINTING CONTRACTORS							3,200.00 000071

TOTAL FOR BANK C						3,200.00	
TOTAL FOR REGISTER						3,200.00	

SVIL SOUTH VILLAGE PPOWERS

PERFORMANCE PAINTING CONTRACTORS, INC

Performance Painting Contractors Inc.

11463 Saints Rd.
Jacksonville, FL 32246

Invoice

Date	Invoice #
4/2/2019	8057

Bill To
Eagle Landing at Oakleaf Plantation 3989 Eagle Landing Pkwy Orange Park, FL 32065

P.O. No.	Terms	Due Date	Rep	Project
	Due Upon Complet...	4/8/2019	KNH	Waterslide Spiral Sta...

Item	Description	Qty	Rate	Amount
Exterior	Waterslide Spiral Staircase Metals Prime and paint all steel surface support post, handrails, pickets, and steps <i>Capital Reserve</i> <i>\$3,200.00</i> <i>[Signature]</i> <i>4.4.2019</i>		3,200.00	3,200.00

Total	\$3,200.00
Payments/Credits	\$0.00
Balance Due	\$3,200.00

Phone #	Fax #	E-mail	Web Site
904-641-4800	904-641-4809	madolphson@performance-painting.com	performance-painting.com