

*South Village  
Community Development District*

*March 3, 2020*

# South Village

## Community Development District

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

February 25, 2020

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, March 3, 2020 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. Affidavit of Publication of Notice of Public Hearing
- IV. Consideration of Suspension of Privileges for Access to District Recreational Facilities
- V. Approval of Minutes of the January 14, 2020 Meeting
- VI. Consideration of Proposals for Golf Cart Lease
- VII. Update Regarding Phase 6 Construction Matters
  - A. Discussion of Westbank Park
  - B. Consideration of Series 2019 Requisitions (53 & 54)
  - C. Consideration of Change Order No. 3 and No. 4 with Baker Constructors
  - D. Consideration of Agreements:
    1. Restrooms (Bing Brothers)
    2. Monument Landscaping (Tree Amigos)
    3. Westbank Landscaping & Irrigation (Tree Amigos)
- VIII. Matters Related to Purchase of Cottages Parcel
  - A. Update Regarding Due Diligence Process
  - B. Discussion of Options to Finance Purchase
- IX. Presentation of Prioritized Plan for Repairs & Replacement of Capital Assets
- X. Consideration of Proposals for Purchase and Installation of Security Cameras / Tag Readers (*security documents provided under separate cover*)
- XI. Consideration of Phase 5 Requisitions (Series 2016 A3 – DFH Supplemental Fund)
- XII. Public Hearing Adopting the Revised Rules of Procedure, Resolution 2020-05
- XIII. Consideration of Resolution 2020-06, Adopting Internal Controls Policy
- XIV. Staff Reports
  - A. General Manager - Report
  - B. District Counsel
  - C. District Manager
  - D. District Engineer
- XV. Supervisor's Requests

- XVI. Audience Comments
- XVII. Financial Reports
  - A. Balance Sheet as of January 31, 2020 and Statement of Revenues and Expenses for the Period Ending January 31, 2020
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XVIII. Next Scheduled Meeting: 04/07/20 @ 6:30 p.m. @ Eagle Landing Residents Club
- XIX. Adjournment

Enclosed for your review and approval is a copy of the minutes from the January 14, 2020 meeting.

The sixth order of business is consideration of proposals for golf cart lease, which are enclosed for your review along with a copy of the evaluation criteria.

The seventh order of business is update regarding Phase 6 construction matters. Enclosed is a copy of the items as outlined above.

The tenth order of business is consideration of proposals for security cameras / tag readers, which will be sent under separate cover.

The eleventh order of business is consideration of requisitions for Phase 5, which will be sent under separate cover.

The twelfth order of business is the public hearing to adopt the revised rules of procedure, which are enclosed for your review along with a cop of Resolution 2020-05.

The thirteenth order of business is consideration of Resolution 2020-06, which is enclosed for your review.

Enclosed is a copy of the General Manager’s report.

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  
March 3, 2020  
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
- III. Affidavit of Publication of Notice of Public Hearing
- IV. Consideration of Suspension of Privileges for Access to District Recreational Facilities
- V. Approval of Minutes of the January 14, 2020 Meeting
- VI. Consideration of Proposals for Golf Cart Lease
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  - A. Discussion of Westbank Park
  - B. Consideration of Series 2019 Requisitions (53 & 54)
  - C. Consideration of Change Order No. 3 and No. 4 with Baker Constructors
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    - 1. Restrooms (Bing Brothers)
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    - 3. Westbank Landscaping & Irrigation (Tree Amigos)
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  - A. General Manager - Report
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- XV. Supervisor's Requests
- XVI. Audience Comments
- XVII. Financial Reports
  - A. Balance Sheet as of January 31, 2020 and Statement of Revenues and Expenses for the Period Ending January 31, 2020
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XVIII. Next Scheduled Meeting: 04/07/20 @ 6:30 p.m. @ Eagle Landing Residents Club
- XIX. Adjournment

**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*

## PUBLISHER AFFIDAVIT

## CLAY TODAY

Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

NOTICE OF MEETING

in the matter of

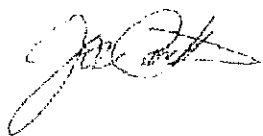
MARCH MEETING

LEGAL: 45681 ORDER: 309031

was published in said newspaper in the issues:

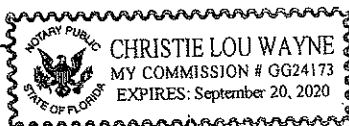
02/20/2020

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 02/20/2020.

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

**NOTICE OF MEETING**  
**SOUTH VILLAGE COMMUNITY**  
**DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South Village Community Development District will be held on Tuesday, March 3, 2020, at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for these meetings may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (and phone (904) 940-5850). This meeting may be continued to a date, time and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that

accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
Legal 45681 published Feb 20, 2020  
in Clay County's Clay Today newspaper

**PUBLISHER AFFIDAVIT**  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
 Jon Cantrell, who on oath says that he is the publisher of the  
 "Clay Today" a newspaper published weekly at Orange Park in  
 Clay County, Florida; that the attached copy of advertisement  
 being a

**NOTICE OF RULE DEVELOPMENT**

in the matter of

**RULES OF PROCEDURES**

**LEGAL: 45546 ORDER: 308165**

was published in said newspaper in the issues:

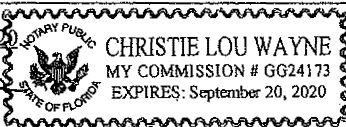
**01/23/2020**

Affiant further says that said "Clay Today" is a newspaper published  
 at Orange Park, in said Clay County, Florida, and that the said newspaper  
 has heretofore been continuously published in said Clay County, Florida,  
 weekly, and has been entered as Periodical material matter at the post  
 office in Orange Park, in said Clay County, Florida, for period of one  
 year next proceeding the first publication of the attached copy of  
 advertisement; and affiant further says that he has neither paid nor promised  
 any person, firm or corporation any discount, rebate, commission or  
 refund for the purpose of securing this advertisement for publication in  
 the said newspaper.



Sworn to me and subscribed before me 01/23/2020

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com

**NOTICE OF  
 RULE DEVELOPMENT  
 BY THE SOUTH  
 VILLAGE COMMUNITY  
 DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190,  
 Florida Statutes, the South Village  
 Community Development District  
 ("District") hereby gives notice of its  
 intention to develop Rules of  
 Procedure to govern the operations  
 of the District.

The Rules of Procedure will address  
 such areas as the Board of  
 Supervisors, officers and voting,  
 district offices, public information  
 and inspection of records, policies,  
 public meetings, hearings and  
 workshops, rulemaking proceedings  
 and competitive purchase including  
 procedure under the Consultants  
 Competitive Negotiation Act,  
 procedure regarding auditor  
 selection, purchase of insurance,  
 pre-qualification, construction  
 contracts, goods, supplies and  
 materials, maintenance services,  
 contractual services and protests  
 with respect to proceedings, as well  
 as any other area of the general  
 operation of the District.

The purpose and effect of the Rules  
 of Procedure is to provide for  
 efficient and effective District  
 operations and to ensure compliance  
 with recent changes to Florida law.  
 The legal authority for the adoption  
 of the proposed Rules of Procedure  
 includes sections 190.011(5),  
 190.011(15) and 190.035, Florida  
 Statutes (2019). The specific laws  
 implemented in the Rules of  
 Procedure include, but are not  
 limited to, sections 112.08, 112.3143,  
 112.31446, 112.3145, 119.07, 119.0701,  
 189.053, 189.069(2)(a)16, 190.006,  
 190.007, 190.008, 190.011(3),  
 190.011(5), 190.011(15), 190.033,  
 190.035, 218.33, 218.391, 255.05,  
 255.0518, 255.0525, 255.20, 286.0105,  
 286.011, 286.0113, 286.0114, 287.017,  
 287.055 and 287.084, Florida Statutes  
 (2019).

A copy of the proposed Rules of  
 Procedure may be obtained by  
 contacting the District Manager, c/o  
 475 West Town Place, Suite 114, St.  
 Augustine, Florida 32092, (904)  
 940-5850.

Jim Oliver, District Manager  
 South Village  
 Community Development District  
 Legal 45546 published Jan 23, 2020 in  
 Clay County's Clay Today newspaper

**PUBLISHER AFFIDAVIT**  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

**NOTICE OF RULE DEVELOPMENT**

in the matter of

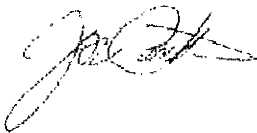
**RULES OF PROCEDURES**

**LEGAL: 45547 ORDER: 308166**

was published in said newspaper in the issues:

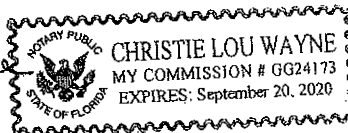
**01/30/2020**

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 01/30/2020.

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com

**NOTICE OF  
 RULEMAKING  
 REGARDING THE RULES OF  
 PROCEDURE OF THE  
 SOUTH VILLAGE  
 COMMUNITY DEVELOPMENT  
 DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the South Village Community Development District ("District") on Tuesday, March 3, 2020 at 6:30 p.m. at Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065. In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Clay Today on January 23, 2020. The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District. Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3),

190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"). Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office. This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Manager's Office.

Jim Oliver, District Manager  
 South Village  
 Community Development District  
 Legal 45547 published Jan 30, 2020 in  
 Clay County's Clay Today newspaper

## *FOURTH ORDER OF BUSINESS*

# **SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

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


February 21, 2020

VIA USPS



Re: South Village Community Development District  
Amenity Center Privilege Suspension

Dear 

On behalf of the South Village Community Development District ("District") I am writing to inform you that amenity privileges for your son,  have been suspended temporarily. On the evening of Saturday, February 15th, your son was reported to have violated District policies by stealing a District-owned golf cart.

Pursuant to the District's *Amenity Policies*, your son's suspension will remain in effect until the next Board of Supervisors meeting, which is scheduled for March 3, 2020, at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065. At the meeting, the Board of Supervisors will be presented with the facts surrounding the incident and may make a recommendation of further suspension, termination, or reinstatement of access to the amenity facilities. You and your son may attend the meeting to present evidence as to why access to the amenity facility should be reinstated.

Should you have any questions regarding any of the foregoing, please do not hesitate to contact me at (904) 940-5850.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Oliver".

James Oliver  
District Manager

cc: Katie S. Buchanan, District Counsel  
Jim Hahn, General Manager  
Matt Biagetti, Director of Operations

*FIFTH 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, January 14, 2020 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 (by telephone)
Randy Smith	Supervisor
Rick Smith	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by telephone)
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
Joe Halifco	F&B Manager, Honours Golf
Dean Vincent	East West Partners
Roger Arrowsmith	East West Partners
Judy Barwig	East West Partners

The following is a summary of the actions taken at the January 14, 2020 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.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the December 3, 2019 Meeting**

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the minutes of the December 3, 2019 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-04  
Resetting the Public Hearing Date to Adopt  
the Revised Rules of Procedure**

Mr. Oliver stated this was originally going to be held in December. The resolution changes the public hearing date to March 3<sup>rd</sup>.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor Resolution 2020-04 resetting the public hearing to March 3, 2020 was approved.

**FIFTH ORDER OF BUSINESS**

**Update Regarding Phase 6 Construction  
Matters**

**A. Discussion of Westbank Park**

Mr. Vincent reviewed the final plans and budget for the Eagle Landing Phase 6 lake park and monument signs with an approximate cost of \$700,000 and stated they believe they will be able to release the park to us, which means all the underground work is in, parking lot is in, the sidewalks and walking paths are in by mid April, which is 60 days earlier than where they are on final completion of the lots. It will take from April to Labor Day to get the bathroom building done, all the hardscape done, meaning the dog park, fountain, underground electrical, shade structures, play equipment get everything done except seeding, planting and sod.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the lake park plans as presented were approved.

**B. Consideration of Series 2019 Requisitions 44-52**

Mr. Hadden outlined the requisitions.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor requisitions 44-52 were approved.

**SIXTH ORDER OF BUSINESS****Consideration of Seller's Offer to CDD to Purchase Cottages Parcel**

Mr. Oliver stated the board has discussed this item at several meetings. At the last meeting, the board discussed the seller's offer of \$750,000 and proposed a counter offer of \$360,000. The board recessed and the chairman talked with the developer by telephone. The developer rejected the \$360,000 offer and made a counter offer of \$680,000. The two main components of that are the approximate remaining bond debt of \$360,000 on the land as well as the \$320,000 appraised value.

Mr. Arrowsmith joined the meeting during this item.

Mr. Arrowsmith stated the bonds don't have to be paid off until the district takes title to the property and we could have an agreement to hold off on the transfer of title for one year and we are willing to work with the board on financing as long as we know that everything is moving forward.

The board discussed the following items; one-time assessment to residents, ways to finance purchase, property values, payment options, preserve the land, capital reserve study, purpose of capital reserves, purpose of acquisition, preservation and aesthetics,

On MOTION by Mr. Rick Smith seconded by Mr. Kreuger with three in favor and Mr. Payton and Mr. Hermening opposed the purchase of the cottages lots for the appraised amount of \$320,000 plus the CDD debt payoff was approved contingent upon an acceptable financing plan and due diligence and chairman was authorized to work with staff on funding options to be considered at the March meeting.

**SEVENTH ORDER OF BUSINESS****Staff Reports****A. General Manager – Report**

A copy of the operations report was included as part of the agenda package and included the operations of the amenity center, athletic center, tennis facility, golf and clubhouse operations, common areas and retention ponds and landscaping.

Mr. Hahn asked for authorization to bid the golf cart fleet and get out of the current 42-month lease that expires at the end of November. There is a four-year warranty on the battery life or 25,000 amps. In December we had 61 carts that exceed the warranty, 13 under warranty. We have carts that are at 32,000 amps some at 24,000 and we will try to rotate the lower use

carts first and try not to use the old ones, we have carts at 30,0000 amps not making 36 holes, some not making 18 holes. We will spend a couple thousand to get six or eight carts up to speed to make sure they are usable. I recommend we go with the lithium battery in the cart fleet. Lithium batteries are a new product, a five-year warranty with unlimited amps.

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor staff was authorized to issue an RFP for golf carts.

Mr. Haber stated typically when you do an RFP you will approve certain evaluation criteria and other documents and if the board is comfortable doing so I recommend you authorize your chair to work with Katie in connection with the preparation and approval of those documents. The only other thing I wanted to raise with respect to the RFP was, I thought I heard it said that there was an existing lease. I don't know the terms of that lease or what it may take to get out of that lease if there are any penalties or things along those lines. To the extent that there are that is something you may want to delegate authority to the chair to determine how the termination of the existing lease may be addressed before you put an RFP on the street for another one.

Mr. Hahn stated that can be built in, if a competitor wants to buy out the lease.

Mr. Payton stated we have done this before so we have criteria and I assume we would use the same criteria.

Mr. Hahn stated just ask for lithium batteries.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the chair was authorized to work with staff to prepare the RFP package similar to what was used in the past to include specifications and evaluation criteria and ask for a quote for lithium batteries.

**B. District Counsel**

There being none, the next item followed.

**C. District Manager**

There being none, the next item followed.

**D. District Engineer**

Mr. Hadden stated in the West Bank Subdivision we are going to have street signs, stop signs, etc. When Eagle Landing was initially developed we had a very nice sign post. When we did Phase 5 and the first half of phase 6 the county manager was very strong on following DOT guidelines. We now have a new county manager and Mr. Arrowsmith and Mr. Vincent met with him and he understood the importance of not having DOT signs in a subdivision. We are going to be installing signs like the ones throughout Eagle Landing. There are a lot of empty signposts throughout the community and if you would like us to we will pull those out of the ground, powder coat them and put them in the development.

There were no objections to Mr. Hadden pulling up the unused posts.

**EIGHTH ORDER OF BUSINESS****Supervisor's Requests**

Mr. Hermening stated I suggest we move forward with the financing to be done by 100% special assessments and return excess funds to the community that gave it to us.

Mr. Payton stated that will be an agenda item for the next meeting.

Mr. Rick Smith stated the park at Eagle Landing and Eagle Crossing, the concrete is really bad and needs to be addressed.

Mr. Hahn stated it will be addressed.

Mr. Randy Smith asked when do we start the bridges?

Mr. Hahn stated we are looking at heavy duty rubber material that can be laid over the grate structure. We are looking at that as well as flipping the boards. It will take a number of years for this project because we don't have the manpower to flip every board on every bridge.

Mr. Randy Smith asked have we seen any decline in play since we raised the rates in November?

Mr. Heintzman responded no.

Mr. Hahn stated the resident rates have stayed the same from the public play. We are going to try to maintain the resident rate and will continue to move the public rates up.

Mr. Randy Smith asked should we prioritize the capital improvement items?

Mr. Payton stated we can ask Jim to bring back what the management company suggests as priorities.

Mr. Hahn stated I will do that.

Mr. Hermening stated I would like to see what funds are available from the HOA to help.

Mr. Oliver stated staff will have those discussions with the HOA to see how they can help us fund some of these projects.

Mr. Payton stated the signs are aging and we need to look at that. I would like to see a signpost refurbishment on the list. We should go back to what the standard was for signs here and do that for the area with the plain signpost. The sand park needs refurbishment and should be on the list of projects. We need to balance golf course projects with neighborhood projects.

Mr. Biagetti stated I think our preference would be to take the sand out.

Mr. Payton stated I would like you to bring back whatever suggestion you have to refurbish that park.

## **NINTH ORDER OF BUSINESS**

### **Audience Comments**

A resident stated it might be a good idea to put a sign at the exit on Eagle Landing onto Oakleaf Plantation Parkway to indicate that the left lane is for left turns and the right lane is for right turns only.

Mr. Oliver stated I think the attorney may advise that you don't want to make improvements to Clay County roads without the county's permission.

A resident stated there is something wrong with the website because it says all the tennis courts are full for the next two weeks.

Mr. Biagetti stated that will be addressed tomorrow.

A resident stated it would be advantageous if pickleball courts could be reserved just like the tennis courts. It would help facilitate a grass roots network for pickleball.

A resident asked what are the next steps in purchasing the property?

Mr. Payton stated the board will have discussions at the next meeting to figure out different ways we can fund it. If those ways include moneys that don't need to be assessed then there won't be any additional hearings needed. If there is an assessment then we have to have a proposed assessment hearing so people can come and speak to assessments being raised and that happens before that assessment goes on the tax roll.

A resident asked the option of spreading that over a couple of assessments, how did that work?

Mr. Payton stated the developer said he would be willing to wait a number of years for collections. That was new to us this evening.

A resident stated when we first moved here there were stop signs at the golf course crossings. Is there any consideration of getting those signs back? It seems that more and more golf carts run into front of cars.

Mr. Hahn stated I haven't given any thought to that.

Mr. Payton stated the golfers I know, know they should yield to a 2,000 ton vehicle.

A resident asked are you considering having fewer meetings a year, 8 or 9 instead of 12? Do you really need 12? You have a management team and a board that is functioning. I don't know that you need 12 a year.

Mr. Payton stated I don't think it has been formally brought up amongst the board members to vote or not. As the chairman of the board it is my responsibility to set the meeting schedule and I have chosen to cancel as needed.

A resident stated I suggest you have prepared for each meeting consolidated financials, one page so you are all looking at the same set of numbers, consolidated for the various sources of revenues and departments.

Mr. Oliver stated they are different buckets of money and they are not interchangeable. We want to streamline it as much as possible, but GMS is providing accounting services for the general fund and debt service funds. Honours Golf is doing that for the golf fund, recreation fund and the combined capital reserve fund. We can work together to provide an executive summary of account balances

## **TENTH ORDER OF BUSINESS**

### **Financial Reports**

#### **A. Balance Sheet as of September 30, 2019 and Statement of Revenues and Expenses for the Period Ending September 30, 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. Krueger seconded by Mr. Rick Smith with all in favor the check register was approved.

**ELEVENTH ORDER OF BUSINESS**

**Next Meeting Scheduled for Tuesday, March 3, 2020 at 6:30 p.m. at Eagle Landing Residents Club**

Mr. Payton stated the next meeting will be March 3, 2020 at 6:30 p.m.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the meeting adjourned at 9:05 p.m.

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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## *SIXTH ORDER OF BUSINESS*

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
EVALUATION CRITERIA  
GOLF CART LEASE OR PURCHASE**

**Experience (20 Points)**

E.g., past record and experience of the respondent in providing similar equipment; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.

**Understanding Scope of Work (10 Points)**

Demonstration of the Proposer's understanding of the project requirements.

**Schedule (25 Points)**

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the proposal with the most expedited delivery schedule (i.e., the fewest number of days) for providing the equipment. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**Price (45 Points)**

Points available for schedule will be allocated as follows:

35 Points will be awarded to the Proposer submitting the lowest cost proposal for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points will be awarded to the Proposer submitting the lowest cost of financing for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

**Total Points (100 Points)**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**SUMMARY OF COSTS AND PROVISION OF SCHEDULE**  
**GOLF CART LEASE OR PURCHASE**

**Section 1. Pricing.**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as outlined in the attached itemization schedule (to be prepared and completed by Proposer)** for the total lumps sum of:

**OPTION #1: PURCHASE**

Purchase of Golf Carts (74, including delivery and additional charges): \$ 6225.00  
TOTAL PURCHASE PRICE: \$ 460,650.00

**OPTION #2: 48-MONTH LEASE**

Lease of Golf Carts (74, including delivery and additional charges): \$ 81.04 ea  
MONTHLY LEASE PRICE: \$ 5996.98  
TOTAL LEASE PRICE: \* \$ 287,855.26  
*must add for property Taxes each year*

**OPTION #3: 52-MONTH LEASE**

Lease of Golf Carts (74, including delivery and additional charges): \$ 76.28  
MONTHLY LEASE PRICE: \$ 5644.63  
TOTAL LEASE PRICE: \* \$ 293,520.63

**Included in Pricing:**

*must add property taxes each year*

- Delivery and setup
- Retro fit new cart fleet to fit existing coolers, owned by Eagle Landing Golf Club
- Winning bid must pay off remaining balance of existing cart fleet (est. \$34,000)
- Winning bid must cover the cost of minor cosmetic repairs to all carts and replace any bad batteries within the existing cart fleet

**Section 2. Schedule.**

The number of days occurring between the execution of the Purchase or Lease Agreement and the delivery of the products: 40 Days or Sooner (in words) \_\_\_\_\_ (in figures). The Owner reserves the right to waive any informalities or to reject any and all proposals.

This proposal made by and on behalf of:

Proposer: Danny Eckert  
(signature)

Date: 2-18-20

Address: 4125 Washington Rd  
EVANS GA 30309

By: Danny Eckert Territory Manager  
Print Name: Danny Eckert  
CLUB CAR LLC

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**SUMMARY OF COSTS AND PROVISION OF SCHEDULE**  
**GOLF CART LEASE OR PURCHASE**

**GOLF CARTS - ELITE RXV OR EQUIVALENT (QUANTITY: 74)**

MANUFACTURER/MODEL NUMBER:

	YES	NO
Lithium Battery Electric Vehicles (Color: Blue)	✓	
Canopy Tops with Canopy Support Struts (Color: Black)	✓	
Decals on Each Side of Cart – Numbers & Club Logo	✓	
Wheel Cover for Each Tire	✓	
Hinged Windshields	✓	
Sand Bucket with Lids (Left Side)	✓	
Sand Bottle (Right Side)	✓	
Two Information (Message) Holders (2)	✓	
Color of Seats: Grey	✓	
Bag Cover	✓	

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM  
GOLF CART LEASE OR PURCHASE**

This Proposal for golf cart lease or purchase has been submitted on this 18 day of FEBRUARY, 2020 by CLUB CAR LLC [company] whose business address is 4125 Washington Rd, telephone number is 706  
863-3000, fax number is 863-3000, and e-mail address is Danny\_Eckles@CLUBCAR.com

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred and twenty (120) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statement on this Proposal constitutes fraud; and, that the South Village Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following documents, the provisions of which have been included in this Request for Proposal.

- |   |                     |
|---|---------------------|
| 1. Request for Proposals (1 pages)                          | <u>DE</u> (Initial) |
| 2. Instructions to Proposers (3 pages)                      | <u>DE</u> (Initial) |
| 3. Sworn Statement Regarding Public Entity Crimes (3 pages) | <u>DE</u> (Initial) |
| 5. Affidavit of Non-Collusion (1 page)                      | <u>DE</u> (Initial) |
| 6. Sworn Statement Regarding Scrutinized Companies (1 page) | <u>DE</u> (Initial) |
| 7. Acknowledgement of Receipt of Documents (2 pages)        | <u>DE</u> (Initial) |
| 8. Addenda Acknowledgement (1 page)                         | <u>DE</u> (Initial) |
| 9. Evaluation Criteria (1 page)                             | <u>DE</u> (Initial) |
| 10. Proposal  | <u>DE</u> (Initial) |

[CONTINUED ON FOLLOWING PAGE]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Club Car, LLC  
Name of Organization

By: Mark A. Spencer

This 17 day of February 2020

By: Mark A. Spencer, Vice President, Finance  
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Delaware

STATE OF Georgia  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2020, by Mark Spencer, as VP of Finance, Club Car, on its behalf. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

Jose H. Whittington  
Notary Public

South Village Community Development District RFP for Golf Cart Lease or Purchase

Club Car LLC exceptions page

Club Car LLC will pay up to \$34,000 to help make payments on the current lease

Club Car LLC will not pay for any damages or bad batteries for Eagle Landing Golf Club. Minor damages should be considered wear and tear and as long as the current fleet of golf cars run there should not be an issue turning them in.

Club Car LLC

By:

DA Fuller

It's:

Territory Manager

Date:

2-18-20

South Village CDD

BY:

\_\_\_\_\_

It's

\_\_\_\_\_

Date:

\_\_\_\_\_

***SOUTH VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT***

**PROJECT MANUAL**

**FOR**

**GOLF CART  
LEASE OR PURCHASE**

**TABLE OF CONTENTS**

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  - D. Sworn Statement Regarding Public Entity Crimes
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  - F. Sworn Statement Regarding Scrutinized Companies
  - G. Evaluation Criteria
  - H. Acknowledgement of Receipt of Documents
  - I. Addenda Acknowledgement
  - J. Proposal Form

**FEBRUARY 2020**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**FIRST ADDENDUM  
TO REQUEST FOR PROPOSALS  
FOR GOLF CART LEASE OR PURCHASE**

**TO:** All Respondents  
**FROM:** Jim Oliver, District Manager  
**DATE:** February 11, 2020

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This First Addendum ("Addendum") to the South Village Community Development District ("District") Request for Proposals for Golf Cart Lease or Purchase ("RFP") alters the due date for proposals and submission instructions.

**PROPOSALS ARE NOW DUE ON TUESDAY, FEBRUARY 18, 2020 AT 10:00 AM TO DISTRICT MANAGER, GOVERNMENTAL MANAGEMENT SERVICES, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SEE SECTION 1 FOR UPDATED PROPOSAL SUBMISSION INSTRUCTIONS.**

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, JAMES OLIVER, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092 IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

**REQUEST FOR PROPOSALS**  
GOLF CARTS LEASE OR PURCHASE AT  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Clay County, Florida

Notice is hereby given that the South Village Community Development District ("District") will accept proposals from qualified firms interested in providing a 48- to 52-month lease of 74 Electric Carts.

Detailed specifications ("Project Manual") will be available for qualified firms beginning Friday January 31, 2020 at 9:00 a.m. (EST), from the District Manager, Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com).

Firms desiring to provide a proposal for this project must submit their proposal electronically to the District at [joliver@gmsnf.com](mailto:joliver@gmsnf.com) no later than February 13, 2020 at 10:00 a.m. Proposals received after the time and date stipulated above will be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. **The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so.** Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, together with a protest bond in a form acceptable to the District and in the amount of \$10,000, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Any and all questions relative to this project shall be in electronic mail to Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com).

Jim Oliver, District Manager  
South Village Community Development District

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS TO PROPOSERS  
GOLF CART LEASE OR PURCHASE**

**SECTION 1. DUE DATE & PROPOSAL SUBMISSION.** Sealed proposals must be received no later than ~~Thursday, February 13~~ Tuesday February 18, 2020 at 10:00 a.m. Proposals will be publicly opened at that time. Submit one original and eight (8) copies of the proposal forms, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO REQUEST FOR PROPOSALS – SOUTH VILLAGE CDD GOLF CART LEASE OR PURCHASE" on the face of it. Proposals may also be submitted electronically to District Manager, Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com). It is your responsibility to confirm receipt prior to deadline.

**SECTION 2. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in form acceptable to the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are opened.

**SECTION 3. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Proposal Documents are to be directed to the District Manager, Jim Oliver, at [joliver@gmsnf.com](mailto:joliver@gmsnf.com). Interpretations or clarifications considered necessary by the District Engineer in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Proposal Documents. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.

**SECTION 6. PROPOSAL FORM.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith, including verification of the contents of the Proposal package against the Table of Contents.

**SECTION 7. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all Proposals, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

**SECTION 8. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Vendor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

**SECTION 9. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

**SECTION 10. MISCELLANEOUS.** All proposals should include the following information in addition to any other requirements of the Proposal Documents:

- A. Completed price proposal (forms attached).
- B. Detailed product delivery schedule which shall be used in the Proposal evaluation. This must be included as part of the Proposer's Proposal.
- C. Completed copies of all other forms included within the Proposal Documents.

**SECTION 11. PROTESTS.** Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Manager, Jim Oliver, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, within seventy-two (72) hours after the Project Manual is made available to qualified Vendors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or Contract Documents.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand

Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 12. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Proposal Documents. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 13. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all proposals, make modifications to the bid, award the contract in whole or in part with or without cause, provide for the delivery of the equipment in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Vendor shall have no recourse or claim whatsoever for damages against the District for such removal.

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

N/A

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**AFFIDAVIT FOR PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

N/A

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

AFFIDAVIT FOR CORPORATION

STATE OF Georgia )  
COUNTY OF Columbia ) SS  
)

Mark A. Spencer  
(title) Vice President Finance  
of the Club Car, LLC

..., (a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Mark A. Spencer  
(Officer must also sign here)

CORPORATE SEAL

STATE OF Georgia )  
COUNTY OF Columbia )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2020, by Mark Spencer.

Jane H. Whittington  
Notary Public  
Name: Jane H. Whittington  
Personally Known ☒  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to South Village Community Development District  
(print name of the public entity)
- by Mark A. Spencer, Vice President, Finance  
(print individual's name and title)
- for Club Car, LLC  
(print name of entity submitting sworn statement)

whose business address is

4125 Washington Rd  
Evans, GA 30809

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3489925

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

- 
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE VENDOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBVENDORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBVENDOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE VENDOR/VENDOR SHALL SUBSTITUTE THE SUBVENDOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Mark Spencer  
(signature)

STATE OF Georgia  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 day of February, 2020, by Mark Spencer, as VP of Finance Club Car, on its behalf. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.


Jane H. Whittington  
Notary Public

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
AFFIDAVIT OF NON-COLLUSION**

STATE OF Georgia  
COUNTY OF Columbia

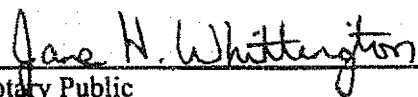
I, Mark A Spencer, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a officer (officer or principal) in the firm of Club Car, LLC, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 17 day of FEBRUARY, 2020.

  
\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF Georgia  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2020, by Mark Spence, as VP of Finance, Club Car, on its behalf. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY  
SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to South Village Community Development District

by Mark A. Spencer, Vice President, Finance  
(print individual's name and title)

for Club Car, LLC  
(print name of entity submitting sworn statement)

whose business address is

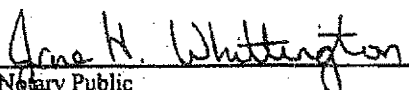
4125 Washington Rd, Evans, GA 30809

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the South Village Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the South Village Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

  
\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF Georgia  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2020, by Mark Spencer, as VP of Finance, Club Car, on its behalf. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ADDENDA ACKNOWLEDGEMENT FORM  
GOLF CART LEASE OR PURCHASE**

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 dated 2-18-20  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No.\* \_\_\_\_\_ dated \_\_\_\_\_

Proposer: Danny Eckles  
(signature)

Date: 2-18-20

Address: 4125 Washington Rd  
EVANS GA 30809

By: DANNY ECKLES  
(print name)

Danny Eckles Territory Manager  
Type Name and Title CLUB CAR LLC

\*Should more than five (5) addenda be received, attach additional Addenda Acknowledgement Forms and acknowledge receipt of addenda therein.

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
EVALUATION CRITERIA  
GOLF CART LEASE OR PURCHASE**

**Experience (20 Points)**

E.g., past record and experience of the respondent in providing similar equipment; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.

**Understanding Scope of Work (10 Points)**

Demonstration of the Proposer's understanding of the project requirements.

**Schedule (25 Points)**

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the proposal with the most expedited delivery schedule (i.e., the fewest number of days) for providing the equipment. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**Price (45 Points)**

Points available for schedule will be allocated as follows:

35 Points will be awarded to the Proposer submitting the lowest cost proposal for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points will be awarded to the Proposer submitting the lowest cost of financing for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

**Total Points (100 Points)**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL  
GOLF CART LEASE OR PURCHASE**

To: South Village Community Development District  
From: CLUB CAR LLC

In response to your Request for Proposals, the undersigned hereby submits our Proposal for construction of the certain improvements identified above to the South Village Community Development District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth by the Project Manual including, but not limited to the Contract Documents, Plans and Specifications and all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Vendor) herewith proposes to perform the work stipulated for the prices given by the Summary of Costs, that is a part hereof. **The Vendor shall not place any qualifications or conditions upon its Proposal.**

The undersigned Proposer has examined the entire Project Manual and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work.

The undersigned Proposer certifies that no officer or agent of the South Village Community Development District is directly or indirectly interested in this Proposal.

The undersigned Proposer certifies that he or she has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the South Village Community Development District against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
SUMMARY OF COSTS AND PROVISION OF SCHEDULE  
GOLF CART LEASE OR PURCHASE**

**Section 1. Pricing.**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as outlined in the attached itemization schedule (to be prepared and completed by Proposer)** for the total lumps sum of:

**OPTION #1: PURCHASE**

Purchase of Golf Carts (74, including delivery and additional charges): \$ 6,073<sup>00</sup>  
TOTAL PURCHASE PRICE: \$ 449,402<sup>00</sup>

**OPTION #2: 48-MONTH LEASE**

Lease of Golf Carts (74, including delivery and additional charges): \$ 77<sup>54</sup> PER CART PER MONTH  
MONTHLY LEASE PRICE: \$ 5,737<sup>96</sup>  
TOTAL LEASE PRICE: \$ 275,422<sup>08</sup>

**OPTION #3: 52-MONTH LEASE**

Lease of Golf Carts (74, including delivery and additional charges): \$ 76<sup>50</sup> PER CART PER MONTH  
MONTHLY LEASE PRICE: \$ 5,661<sup>00</sup>  
TOTAL LEASE PRICE: \$ 294,372<sup>00</sup>

**Included in Pricing:**

- Delivery and setup
- Retro fit new cart fleet to fit existing coolers, owned by Eagle Landing Golf Club
- Winning bid must pay off remaining balance of existing cart fleet (est. \$34,000)
- Winning bid must cover the cost of minor cosmetic repairs to all carts and replace any bad batteries within the existing cart fleet

**Section 2. Schedule.**

The number of days occurring between the execution of the Purchase or Lease Agreement and the delivery of the products: forty-five days (in words) 45 days (in figures). The Owner reserves the right to waive any informalities or to reject any and all proposals.

This proposal made by and on behalf of:

Proposer: Maryellen Williams  
(signature)

Date: February 14, 2020

Address: 1451 Marvin Griffin Rd.  
Augusta GA 30906

By: E-Z-Go Division of Textron Inc.  
Print Name: Maryellen Williams

***SOUTH VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT***

**PROJECT MANUAL  
FOR  
GOLF CART  
LEASE OR PURCHASE**

**TABLE OF CONTENTS**

- I. Proposal Package
  - A. Request for Proposals
  - B. Addendum One
  - C. Instructions to Proposers
  - D. Sworn Statement Regarding Public Entity Crimes
  - E. Affidavit of Non-Collusion
  - F. Sworn Statement Regarding Scrutinized Companies
  - G. Evaluation Criteria
  - H. Acknowledgement of Receipt of Documents
  - I. Addenda Acknowledgement
  - J. Proposal Form

**FEBRUARY 2020**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**FIRST ADDENDUM  
TO REQUEST FOR PROPOSALS  
FOR GOLF CART LEASE OR PURCHASE**

**TO:** All Respondents  
**FROM:** Jim Oliver, District Manager  
**DATE:** February 11, 2020

---

This First Addendum ("Addendum") to the South Village Community Development District ("District") Request for Proposals for Golf Cart Lease or Purchase ("RFP") alters the due date for proposals and submission instructions.

**PROPOSALS ARE NOW DUE ON TUESDAY, FEBRUARY 18, 2020 AT 10:00 AM TO DISTRICT MANAGER, GOVERNMENTAL MANAGEMENT SERVICES, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SEE SECTION 1 FOR UPDATED PROPOSAL SUBMISSION INSTRUCTIONS.**

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, JAMES OLIVER, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092 IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

**REQUEST FOR PROPOSALS**  
**GOLF CARTS LEASE OR PURCHASE AT**  
**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

Clay County, Florida

Notice is hereby given that the South Village Community Development District ("District") will accept proposals from qualified firms interested in providing a 48- to 52-month lease of 74 Electric Carts.

Detailed specifications ("Project Manual") will be available for qualified firms beginning Friday January 31, 2020 at 9:00 a.m. (EST), from the District Manager, Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com).

Firms desiring to provide a proposal for this project must submit their proposal electronically to the District at [joliver@gmsnf.com](mailto:joliver@gmsnf.com) no later than February 13, 2020 at 10:00 a.m. Proposals received after the time and date stipulated above will be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. **The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest to do so.** Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, together with a protest bond in a form acceptable to the District and in the amount of \$10,000, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Any and all questions relative to this project shall be in electronic mail to Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com).

Jim Oliver, District Manager  
South Village Community Development District

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**INSTRUCTIONS TO PROPOSERS**  
**GOLF CART LEASE OR PURCHASE**

**SECTION 1. DUE DATE & PROPOSAL SUBMISSION.** Sealed proposals must be received no later than ~~Thursday, February 13~~ Tuesday February 18, 2020 at 10:00 a.m. Proposals will be publicly opened at that time. Submit one original and eight (8) copies of the proposal forms, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO REQUEST FOR PROPOSALS – SOUTH VILLAGE CDD GOLF CART LEASE OR PURCHASE" on the face of it. Proposals may also be submitted electronically to District Manager, Jim Oliver at [joliver@gmsnf.com](mailto:joliver@gmsnf.com). It is your responsibility to confirm receipt prior to deadline.

**SECTION 2. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in form acceptable to the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are opened.

**SECTION 3. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Proposal Documents are to be directed to the District Manager, Jim Oliver, at [joliver@gmsnf.com](mailto:joliver@gmsnf.com). Interpretations or clarifications considered necessary by the District Engineer in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Proposal Documents. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers.

**SECTION 6. PROPOSAL FORM.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith, including verification of the contents of the Proposal package against the Table of Contents.

**SECTION 7. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all Proposals, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

**SECTION 8. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Vendor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

**SECTION 9. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

**SECTION 10. MISCELLANEOUS.** All proposals should include the following information in addition to any other requirements of the Proposal Documents:

- A. Completed price proposal (forms attached).
- B. Detailed product delivery schedule which shall be used in the Proposal evaluation. This must be included as part of the Proposer's Proposal.
- C. Completed copies of all other forms included within the Proposal Documents.

**SECTION 11. PROTESTS.** Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Manager, Jim Oliver, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, within seventy-two (72) hours after the Project Manual is made available to qualified Vendors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or Contract Documents.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand

Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 12. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Proposal Documents. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 13. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all proposals, make modifications to the bid, award the contract in whole or in part with or without cause, provide for the delivery of the equipment in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Vendor shall have no recourse or claim whatsoever for damages against the District for such removal.

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**AFFIDAVIT FOR PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

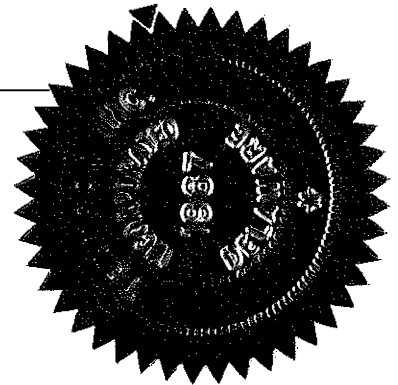
Type of Identification \_\_\_\_\_

# AFFIDAVIT FOR CORPORATION

STATE OF Rhode Island )  
COUNTY OF Providence ) SS

Maryellen Williams  
(title) Contracts Administrator  
of the E-2-GO Division of Textron Inc.  
, (a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

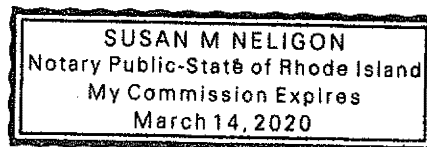
Maryellen Williams  
(Officer must also sign here)



RHODE ISLAND  
STATE OF ~~FLORIDA~~ )  
COUNTY OF PROVIDENCE )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day of February, 2020, by Susan M. Neligon.

Susan M. Neligon  
Notary Public, State of ~~Florida~~ Rhode Island  
Name: Susan M. Neligon  
Personally Known yes  
OR Produced Identification yes  
Type of Identification badge



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to South Village Community Development District  
(print name of the public entity)

by Maryellen Williams, Contracts Administrator  
(print individual's name and title)

for E-Z-60 Division of Textron Inc.  
(print name of entity submitting sworn statement)

whose business address is

1451 Marvin Griffin Rd., Augusta GA 30906

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-0315468

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE VENDOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBVENDORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBVENDOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE VENDOR/VENDOR SHALL SUBSTITUTE THE SUBVENDOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR/VENDOR.

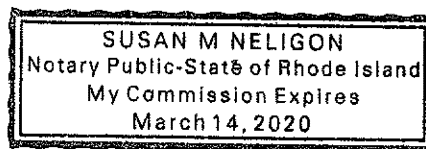
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Margaret Williams  
(signature)

STATE OF ~~FLORIDA~~ RHODE ISLAND  
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of February, 2020, by Margaret Williams, as Contract Administrator of E-Z60 Division of Fenton Inc., on its behalf. S/He ☒ is personally known to me or ☒ produced badge as identification.

Susan M Neligon  
Notary Public, State of ~~Florida~~ Rhode Island



**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
AFFIDAVIT OF NON-COLLUSION**

STATE OF ~~FLORIDA~~ RHODE ISLAND  
COUNTY OF PROVIDENCE

I, Marquellen Williams, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Contracts Administrator (officer or principal) in the firm of E-Z-60 Division of Textron Inc. and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

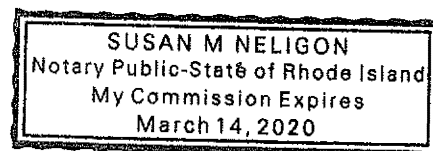
Dated this 14<sup>th</sup> day of February, 2020.

Marquellen Williams  
Signature by authorized representative of Proposer

STATE OF ~~FLORIDA~~ RHODE ISLAND  
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day of February, 2020, by Marquellen Williams as Contracts Administrator of E-Z-60 Division of Textron Inc. on its behalf. S/He She is personally known to me or ☒ produced badge as identification.

Susan M. Neligon  
Notary Public, State of ~~Florida~~ Rhode Island



**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY  
SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to South Village Community Development District

by Maryellen Williams  
(print individual's name and title)

for E-Z-60 Division of Textron Inc.  
(print name of entity submitting sworn statement)

whose business address is

1451 Marvin Griffin Rd, Augusta GA 30906

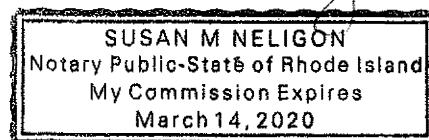
2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the South Village Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the South Village Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Maryellen Williams  
Signature by authorized representative of Proposer

STATE OF ~~FLORIDA~~ RHODE ISLAND  
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4<sup>th</sup> day of February, 2020, by Maryellen Williams, as Contract Administrator of E-Z-60 Division of Textron Inc. on its behalf. S/He She is personally known to me or ☒ produced badge as identification.

Susan M Neligon  
Notary Public, State of ~~Florida~~ Rhode Island



**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ADDENDA ACKNOWLEDGEMENT FORM  
GOLF CART LEASE OR PURCHASE**

Proposer acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	dated <u>2/11/2020</u>
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No.* _____	dated _____

Proposer: Maryellen Williams  
(signature)

Date: February 14, 2020

Address: 1451 Marvin Griffin Rd  
Augusta GA 30906

By: Maryellen Williams  
(print name)

Maryellen Williams, Contracts Administrator  
Type Name and Title

\*Should more than five (5) addenda be received, attach additional Addenda Acknowledgement Forms and acknowledge receipt of addenda therein.

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
EVALUATION CRITERIA  
GOLF CART LEASE OR PURCHASE**

**Experience (20 Points)**

E.g., past record and experience of the respondent in providing similar equipment; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.

**Understanding Scope of Work (10 Points)**

Demonstration of the Proposer's understanding of the project requirements.

**Schedule (25 Points)**

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the proposal with the most expedited delivery schedule (i.e., the fewest number of days) for providing the equipment. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**Price (45 Points)**

Points available for schedule will be allocated as follows:

35 Points will be awarded to the Proposer submitting the lowest cost proposal for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points will be awarded to the Proposer submitting the lowest cost of financing for providing the equipment. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

**Total Points (100 Points)**

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**PROPOSAL**  
**GOLF CART LEASE OR PURCHASE**

To: South Village Community Development District  
From: E-Z-Go Division of Textron Inc.

In response to your Request for Proposals, the undersigned hereby submits our Proposal for construction of the certain improvements identified above to the South Village Community Development District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth by the Project Manual including, but not limited to the Contract Documents, Plans and Specifications and all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Vendor) herewith proposes to perform the work stipulated for the prices given by the Summary of Costs, that is a part hereof. **The Vendor shall not place any qualifications or conditions upon its Proposal.**

The undersigned Proposer has examined the entire Project Manual and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work.

The undersigned Proposer certifies that no officer or agent of the South Village Community Development District is directly or indirectly interested in this Proposal.

The undersigned Proposer certifies that he or she has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the South Village Community Development District against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.



**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM  
GOLF CART LEASE OR PURCHASE**

This Proposal for golf cart lease or purchase has been submitted on this 18 day of February, 2020 by E2GO - Textron [company] whose business address is 1451 Marvin Griffin Road Augusta, GA 30906, telephone number is 904-254-4178, fax number is NA, and e-mail address is cbahler@textron.com.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred and twenty (120) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statement on this Proposal constitutes fraud; and, that the South Village Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following documents, the provisions of which have been included in this Request for Proposal.

- |   |                     |
|---|---------------------|
| 1. Request for Proposals (1 pages)                          | <u>mb</u> (Initial) |
| 2. Instructions to Proposers (3 pages)                      | <u>mb</u> (Initial) |
| 3. Sworn Statement Regarding Public Entity Crimes (3 pages) | <u>mb</u> (Initial) |
| 5. Affidavit of Non-Collusion (1 page)                      | <u>mb</u> (Initial) |
| 6. Sworn Statement Regarding Scrutinized Companies (1 page) | <u>mb</u> (Initial) |
| 7. Acknowledgement of Receipt of Documents (2 pages)        | <u>mb</u> (Initial) |
| 8. Addenda Acknowledgement (1 page)                         | <u>mb</u> (Initial) |
| 9. Evaluation Criteria (1 page)                             | <u>mb</u> (Initial) |
| 10. Proposal  | <u>mb</u> (Initial) |

[CONTINUED ON FOLLOWING PAGE]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

E-Z GO Division of Textron Inc.  
Name of Organization

By: Maryellen Williams

This 14th day of February, 2020

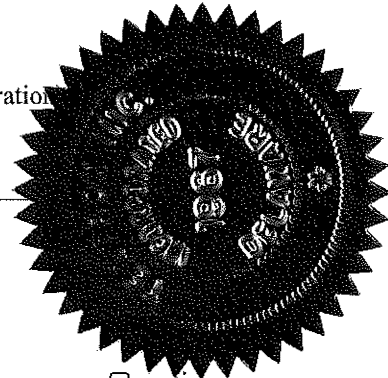
By: Maryellen Williams, Contracts Administrator  
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

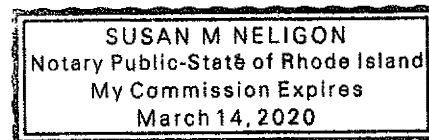
State of Incorporation: Delaware

STATE OF ~~FLORIDA~~ RHODE ISLAND  
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of February, 2020, by Maryellen Williams, as Contracts Administrator of E-Z GO Division of Textron Inc. on its behalf. S/He She is personally known to me or ☒ produced badge as identification.



Susan M Neligon  
Notary Public, State of ~~Florida~~ Rhode Island



**TEXTRON INC.**

**Assistant Secretary's Certificate**

I, ANN T. WILLAMAN, do hereby certify that I am the duly elected and qualified Assistant Secretary of TEXTRON INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter, "TEXTRON"), and do hereby further certify to the following:

1. That the E-Z-GO Division of Textron Inc. (hereinafter, "E-Z-GO"), with its principal place of business located at 1451 Marvin Griffin Road, Augusta, Georgia 30913, is an unincorporated operating division of TEXTRON and, as such, has no separate legal standing from that of TEXTRON;
2. That attached hereto as Exhibit A is a true and correct copy of that certain "Designation of Authorized Signatories for the E-Z-GO Division of Textron Inc." duly executed by officers of TEXTRON and effective as of January 1, 2020 (hereinafter, the "Designation");
3. That the Designation has been neither modified nor amended, and remains in full force and effect as of the date hereof;
4. That pursuant to the Designation, the Contracts Administrator of E-Z-GO has the requisite authority to execute and deliver in the name and on behalf of TEXTRON (with respect to E-Z-GO), contracts, agreements, government contracts and bids, and related instruments relative to or in connection with any work, property, purchase, contract, service or production of any kind which may be directly or indirectly carried on or performed by or on behalf of E-Z-GO; and
5. That Maryellen Williams is the Contracts Administrator of E-Z-GO and, as such, is authorized pursuant to the Designation to execute and deliver in the name and on behalf of E-Z-GO all documentation related to that certain Request for Proposals - Golf Carts Lease or Purchase at South Village Community Development District (Clay County, Florida).

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal to be affixed this 14th day of February, 2020.



A handwritten signature in cursive script, reading "Ann T. Willaman".

Ann T. Willaman  
Assistant Secretary

**TEXTRON INC.****Designation of Authorized Signatories for the  
E-Z-GO Division of Textron Inc.**

WE, ELIZABETH C. PERKINS and ANN T. WILLAMAN, the duly elected Vice President and Deputy General Counsel, and Assistant Secretary, respectively, of TEXTRON INC., a Delaware corporation (the "Corporation"), acting pursuant to the authority granted by those certain resolutions providing for Designation of Authorized Signatories for Unincorporated Divisions as adopted by the Board of Directors of the Corporation on December 1, 2010, do hereby designate the following employees of the E-Z-GO DIVISION OF TEXTRON INC. (the "Division") and other individuals as persons authorized and empowered, severally or jointly, and subject to all applicable policies and procedures of the Corporation, including, but not limited to, obtaining all necessary approvals and appropriate legal review, to sign, seal with the corporate seal, and execute and deliver in the name and on behalf of the Corporation, with respect to the Division, contracts, agreements, purchase orders, bids, leases, licenses, bonds, applications, reports, certificates, affidavits or other documents or instruments relative to or in connection with any work, property, purchase, contract, service or production of any kind which may be directly or indirectly carried on or performed by or on behalf of such Division, as hereinafter provided:

**Contracts, Agreements, Government Contracts and Bids, and Related Instruments**

President	No Limitation
Vice President – Finance	No Limitation
Vice President – Golf	No Limitation
Vice President – Turf	No Limitation
Vice President – Consumer	No Limitation
Vice President – Engineering	No Limitation
Vice President – Aftermarket Sales & Support	No Limitation
Vice President – Integrated Supply Chain	No Limitation
Vice President – Human Resources	No Limitation
Vice President – Information Technology	No Limitation
Contracts Administrator	No Limitation

**Purchase Orders, Long Term Supply Contracts to Purchase, Equipment Leases and All  
Other Necessary and/or Related Instruments**

President	No Limitation
Vice President – Finance	No Limitation
Vice President – Golf	No Limitation
Vice President – Consumer	No Limitation
Vice President – Engineering	No Limitation
Vice President – Integrated Supply Chain	No Limitation
Vice President – Human Resources	No Limitation
Vice President – Information Technology	No Limitation
Director – Strategic Sourcing	\$2,500,000 limit for direct material; \$500,000 limit for indirect material

**Loss Pool Agreements**

Contracts Administrator	No Limitation
Director – Commercial Accounts Finance	No Limitation

**Short-Term Lease Agreements**

Contracts Administrator	No Limitation
Director – Commercial Accounts Finance	No Limitation
Finance Manager	No Limitation

**Real Estate Leases and Lease Termination Agreements**

President	No Limitation
Vice President – Finance	No Limitation
Contracts Administrator	No Limitation

**Patents, Trademarks & Related Powers of Attorney**

President	All Powers of Attorney
Vice President – Engineering	Patents Only
Director – Marketing & Communications	Trademarks Only

**Export License Applications, Import Documents, Customs Powers of Attorney**

Vice President – Integrated Supply Chain  
Export and Import Compliance Officer  
Business Unit General Counsel

**Corporate Seal**

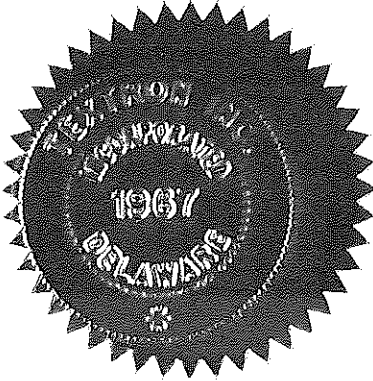
Each of the following Division employees and other individuals is designated, pursuant to said Resolution, as a person authorized to seal with the Corporate Seal any of the foregoing contracts and related instruments when duly executed pursuant hereto:

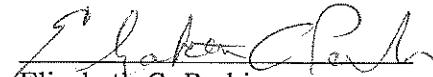
President  
Vice President – Finance  
Contracts Administrator  
Business Unit General Counsel  
Assistant Secretary - Ann T. Willaman

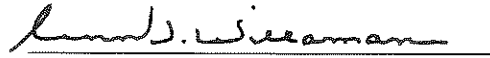
This designation is in lieu of all prior authorizations; however, any and all actions properly taken pursuant to any such prior authorization shall remain valid. This designation shall remain in full force and effect until December 31, 2020, or until notice to the contrary is given to any other person relying upon its terms.

(Remainder of page intentionally left blank.)

**IN WITNESS WHEREOF**, we have hereunto set our hands in the capacities specified and caused the Corporate Seal of TEXTRON INC. to be affixed as of the 1st day of January, 2020.



  
Elizabeth C. Perkins  
Vice President and Deputy  
General Counsel

  
Ann T. Willaman  
Assistant Secretary

## *SEVENTH ORDER OF BUSINESS*

*B.*

## 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.: 053
- (B) Payee: BAKER~~/~~ CONSTRUCTORS, INC.
- (C) Amount Payable: \$ 52,704.88
- (D) Invoice: Inv19021-Pay App#3
- (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**



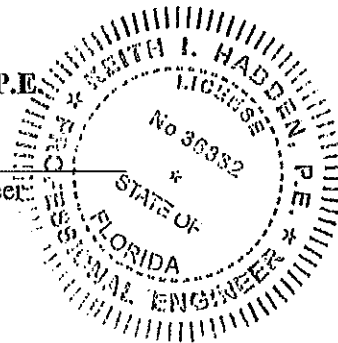
By: JAMES OLIVER, Secretary  
Authorized Officer

**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 L. Hadden, P.E.

  
Consulting Engineer



**WB Investment Company  
14700 Village Square Place  
Midlothian, VA 23112**

shughes@eastwestp.com

**Date: January 29, 2020  
To: Keith Hadden, CDD Engineer  
From: Susan Hughes  
RE: SVCDD-Series 2019 Bonds - Westbank/EL6**

**Please process for payment the following Invoices**

#053	Baker Construction	52,704.88	19021 App#3
#054	ETM	2,278.44	0192756
<b>Total for SVCDD-Series 2019 Bonds</b>		<b>\$ 54,983.32</b>	

*Recurrent Payment*  
*[Signature]*

*2/4/20*

*Westbank Development*

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 19021.03

To Owner: South Village Community Developemnt Di  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Application No.: 3

Period To: 1/31/2020

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor

From Contractor: Baker Constructors, Inc.  
70 Shirley B. James Drive  
Savannah, GA 31408

Project Nos:

Contract Date:

Contract For: Grading & Site Improvement

Paid via Bonds Lake Park \$20,778.47 #620  
Hard Costs \$ 31,926.41 #720

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum ..... \$1,967,779.21
2. Net Change By Change Order ..... \$0.00
3. Contract Sum To Date ..... \$1,967,779.21 ✓
4. Total Completed and Stored To Date ..... \$250,821.05
5. Retainage:
  - a. 10.00% of Completed Work ..... \$25,082.11
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$25,082.11
6. Total Earned Less Retainage ..... \$225,738.94
7. Less Previous Certificates For Payments ..... \$168,746.28
8. Current Payment Due ..... \$56,992.66
9. Balance To Finish, Plus Retainage ..... \$1,742,040.27

\* less developm paid \$4,287.78 = \$12,704.88

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
Net Changes By Change Order	\$0.00	

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 were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Baker Constructors, Inc.

By: [Signature] Date: 1/20/20

State of Georgia  
Subscribed and sworn to before me this 20th  
Notary Public  
My Commission expires: March 11, 2020

County of: Chatham  
day of January, 2020  
[Signature]  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Commission Expires July 12, 2020

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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.

AMOUNT CERTIFIED \$ 56,992.66

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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.

# CONTINUATION SHEET

Page 2 of 5

Application and Certification 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 variable retainage for line items may apply.

Application No. : 3

Application Date : 01/20/20

To: 01/31/20

Architect's Project No.:

Invoice #: 19021.03

Contract : 19021, Eagle Landing - Infrastructure

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 Application (D+E)	This Period In Place					
100	Clearing & Grubbing - Roadway Pricing	29,466.79	29,466.79	0.00	0.00	29,466.79	100.00%	0.00	2,946.68
101	Topsoil Cut - Haul & Dump in Rear Lots & Open Space	11,943.75	11,943.75	0.00	0.00	11,943.75	100.00%	0.00	1,194.38
102	Spread Onsite Fill Stockpile - Roadway Pricing	78,223.95	78,223.95	0.00	0.00	78,223.95	100.00%	0.00	7,822.39
103	Fine Grade R/W Green Area - Roadway Pricing	5,387.90	0.00	0.00	0.00	0.00	0.00%	5,387.90	0.00
104	Silt Fence - Perimeter Site - Roadway Pricing	11,891.00	11,891.00	0.00	0.00	11,891.00	100.00%	0.00	1,189.10
105	Construction Ext - Roadway Pricing	7,308.30	7,308.30	0.00	0.00	7,308.30	100.00%	0.00	730.83
106	Curb Inlet Protection - Roadway Pricing	1,734.24	0.00	0.00	0.00	0.00	0.00%	1,734.24	0.00
107	Outlet Protection - Roadway Pricing	325.17	0.00	0.00	0.00	0.00	0.00%	325.17	0.00
108	Stormwater Pollution Prevention Bid - Roadway Pricing	1,860.27	279.04	279.04	0.00	558.08	30.00%	1,302.19	55.80
109	Demo Existing Structures - Roadway Pricing	2,172.89	0.00	0.00	0.00	0.00	0.00%	2,172.89	0.00
110	32" Sod Strip Along BOC - Roadway Pricing	9,775.50	0.00	0.00	0.00	0.00	0.00%	9,775.50	0.00
111	Seed & Mulch - ROW - Roadway Pricing	2,923.20	0.00	0.00	0.00	0.00	0.00%	2,923.20	0.00
112	12" LBR40 Subgrade - Roadway Pricing	52,706.55	0.00	0.00	0.00	0.00	0.00%	52,706.55	0.00
113	6" Limerock Base - Roadway Pricing	74,136.15	0.00	0.00	0.00	0.00	0.00%	74,136.15	0.00
114	1" Asphalt SP - 9.5 (1st lift only) - Roadway Pricing	60,588.00	0.00	0.00	0.00	0.00	0.00%	60,588.00	0.00
115	18" Miami Cur & Gutter - Roadway Pricing	73,710.00	0.00	0.00	0.00	0.00	0.00%	73,710.00	0.00
116	Sidewalk at Common Areas - Roadway Pricing	5,148.00	0.00	0.00	0.00	0.00	0.00%	5,148.00	0.00
117	Sidewalk Ramps - Roadway Pricing	7,676.24	0.00	0.00	0.00	0.00	0.00%	7,676.24	0.00
118	Signage & Striping - Roadway Pricing	5,186.61	0.00	0.00	0.00	0.00	0.00%	5,186.61	0.00
119	Curb Inlet - Roadway Pricing	110,425.76	0.00	0.00	0.00	0.00	0.00%	110,425.76	0.00
120	Storm Manhole - Roadway Pricing	25,835.25	0.00	0.00	0.00	0.00	0.00%	25,835.25	0.00
121	36" MES - Roadway Pricing	3,946.97	0.00	0.00	0.00	0.00	0.00%	3,946.97	0.00
122	Connect 36" RCP to 36" RCP - Roadway Pricing	3,804.47	0.00	0.00	0.00	0.00	0.00%	3,804.47	0.00

# CONTINUATION SHEET

Page 3 of 5

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3

Application Date : 01/20/20

To: 01/31/20

Architect's Project No.:

Invoice #: 19021.03

Contract : 19021. Eagle Landing - Infrastructure

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 In Place					
123	Connect 30" RCP to Ex Structure - Roadway Pricing	5,171.94	0.00	0.00	0.00	0.00	0.00%	5,171.94	0.00
124	15" RCP - Roadway Pricing	15,303.90	0.00	0.00	0.00	0.00	0.00%	15,303.90	0.00
125	18" RCP - Roadway Pricing	61,832.43	0.00	0.00	0.00	0.00	0.00%	61,832.43	0.00
126	24" RCP - Roadway Pricing	30,798.65	0.00	0.00	0.00	0.00	0.00%	30,798.65	0.00
127	30" RCP - Roadway Pricing	30,624.48	0.00	0.00	0.00	0.00	0.00%	30,624.48	0.00
128	36" RCP - Roadway Pricing	12,050.69	0.00	0.00	0.00	0.00	0.00%	12,050.69	0.00
129	8" PVC - DR18 WM - Roadway Pricing	86,110.50	0.00	0.00	0.00	0.00	0.00%	86,110.50	0.00
130	8" Gate Valve - WM - Roadway Pricing	16,830.72	0.00	0.00	0.00	0.00	0.00%	16,830.72	0.00
131	8" Tie-In - WM - Roadway Pricing	7,410.90	0.00	0.00	0.00	0.00	0.00%	7,410.90	0.00
132	8" Conflict Crossing - WM - Roadway Pricing	7,138.62	0.00	0.00	0.00	0.00	0.00%	7,138.62	0.00
133	Fire Hydrant Assembly - WM - Roadway Pricing	21,248.25	0.00	0.00	0.00	0.00	0.00%	21,248.25	0.00
134	2" Flushing Hydrant - WM - Roadway Pricing	3,201.90	0.00	0.00	0.00	0.00	0.00%	3,201.90	0.00
135	Sample Point - WM - Roadway Pricing	2,623.05	0.00	0.00	0.00	0.00	0.00%	2,623.05	0.00
136	Short Single Water Service - WM - Roadway Pricing	8,876.00	0.00	0.00	0.00	0.00	0.00%	8,876.00	0.00
137	Short Double Water Service - WM - Roadway Pricing	20,999.25	0.00	0.00	0.00	0.00	0.00%	20,999.25	0.00
138	Long Single Water Service - WM - Roadway Pricing	4,194.06	0.00	0.00	0.00	0.00	0.00%	4,194.06	0.00
139	Long Double Water Service - WM - Roadway Pricing	47,463.57	0.00	0.00	0.00	0.00	0.00%	47,463.57	0.00
140	8" PVC - DR18 Reuse - Roadway Pricing	88,342.40	0.00	0.00	0.00	0.00	0.00%	88,342.40	0.00
141	8" Gate Valve - Reuse - Roadway Pricing	16,830.72	0.00	0.00	0.00	0.00	0.00%	16,830.72	0.00
142	8" Tie-In - Reuse - Roadway Pricing	7,410.90	0.00	0.00	0.00	0.00	0.00%	7,410.90	0.00
143	8" Conflict Crossing - Reuse - Roadway Pricing	7,109.85	0.00	0.00	0.00	0.00	0.00%	7,109.85	0.00
144	2" Flushing Hydrant - Reuse - Roadway Pricing	3,201.90	0.00	0.00	0.00	0.00	0.00%	3,201.90	0.00
145	Test Point - Reuse - Roadway Pricing	2,623.05	0.00	0.00	0.00	0.00	0.00%	2,623.05	0.00

# CONTINUATION SHEET

Page 4 of 5

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Application No. : 3  
Application Date : 01/20/20  
To: 01/31/20  
Architect's Project No.:

Invoice #: 19021.03 Contract : 19021, Eagle Landing - Infrastructure

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 In Place					
146	Short Single Water Service - Reuse - Roadway Pricing	3,745.56	0.00	0.00	0.00	0.00	0.00%	3,745.56	0.00
147	Short Double Water Service - Reuse - Roadway Pricing	27,178.17	0.00	0.00	0.00	0.00	0.00%	27,178.17	0.00
148	Long Single Water Service - Reuse - Roadway Pricing	8,351.58	0.00	0.00	0.00	0.00	0.00%	8,351.58	0.00
149	Long Double Water Service - Reuse - Roadway Pricing	44,333.65	0.00	0.00	0.00	0.00	0.00%	44,333.65	0.00
150	8" DR-26 PVC - Roadway Pricing	21,273.12	0.00	0.00	0.00	0.00	0.00%	21,273.12	0.00
151	10" DR-26 PVC - Roadway Pricing	114,074.46	0.00	0.00	0.00	0.00	0.00%	114,074.46	0.00
152	Connect to Existing 10" Stub - Roadway Pricing	3,252.84	0.00	0.00	0.00	0.00	0.00%	3,252.84	0.00
153	Sanitary Sewer MH - Roadway Pricing	67,176.86	0.00	0.00	0.00	0.00	0.00%	67,176.86	0.00
154	6" Sanitary Sewer Service (CCUA) - Roadway Pricing	65,066.65	0.00	0.00	0.00	0.00	0.00%	65,066.65	0.00
155	Mobilization / General Conditions - Roadway Pricing	138,486.27	13,648.63	27,697.25	0.00	41,545.88	30.00%	96,940.39	4,154.60
156	Payment & Performance Bonds	24,508.16	24,508.16	0.00	0.00	24,508.16	100.00%	0.00	2,450.82
157	Two Year Warranty Bond	6,611.50	0.00	0.00	0.00	0.00	0.00%	6,611.50	0.00
158	Survey Stakeout	22,279.63	3,341.94	1,113.98	0.00	4,455.92	20.00%	17,823.71	445.59
159	Geotech Testing (Streets & Lots)	18,238.63	2,735.79	6,383.52	0.00	9,119.31	50.00%	9,119.32	911.93
160	Clay Engineering & CCUAs-Built	6,607.40	0.00	0.00	0.00	0.00	0.00%	6,607.40	0.00
200	Construction Exit - Amenity Area	3,654.15	0.00	0.00	0.00	0.00	0.00%	3,654.15	0.00
201	Fine Grade Green Areas - Amenity Area	25,083.20	0.00	0.00	0.00	0.00	0.00%	25,083.20	0.00
202	Site Cut to Fill - Amenity Area	48,067.65	0.00	23,087.19	0.00	23,087.19	48.03%	24,980.46	2,308.72
203	12" LBR40 Subgrade - Amenity Area	6,685.25	0.00	0.00	0.00	0.00	0.00%	6,685.25	0.00
204	6" Limerock Base - Amenity Area	7,624.50	0.00	0.00	0.00	0.00	0.00%	7,624.50	0.00
205	1.5" Asphalt SP-9.5 - Amenity Area	11,557.70	0.00	0.00	0.00	0.00	0.00%	11,557.70	0.00
206	Signage & Striping - Amenity Area	1,367.90	0.00	0.00	0.00	0.00	0.00%	1,367.90	0.00
207	6" DR-26 PVC Service - Amenity Area	5,726.32	0.00	0.00	0.00	0.00	0.00%	5,726.32	0.00
208	Long 1-1/2" Water Service - WM - Amenity Area	5,261.31	0.00	0.00	0.00	0.00	0.00%	5,261.31	0.00
209	Sidewalk - Amenity Area	45,540.00	0.00	0.00	0.00	0.00	0.00%	45,540.00	0.00
210	Sidewalk Ramps - Amenity Area	1,180.86	0.00	0.00	0.00	0.00	0.00%	1,180.86	0.00

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Page 5 of 5

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Architect's Project No.:

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			From Previous Application (D+E)	This Period In Place					
211	Seed & Mulch - Green Areas - Amenity Area	13,980.80	0.00	13,980.80	0.00	13,980.80	100.00%	0.00	1,398.08
212	12" HP - Amenity Area	6,022.50	0.00	0.00	0.00	0.00	0.00%	6,022.50	0.00
213	12" MES Aprons - Amenity Area	4,470.30	0.00	0.00	0.00	0.00	0.00%	4,470.30	0.00
214	Silt Fence - Perimeter Site - Boundary Swale - Amenity Area	2,820.00	2,820.00	0.00	0.00	2,820.00	100.00%	0.00	282.00
215	Fine Grade Swale - Boundary Swale - Amenity Area	1,521.00	0.00	0.00	0.00	0.00	0.00%	1,521.00	0.00
216	St. Augustine Sod - Boundary Swale - Amenity Area	2,565.00	0.00	2,565.00	0.00	2,565.00	100.00%	0.00	256.50
400	Fine Grade Pocket Park - Pocket Park (PN1)	1,320.80	0.00	0.00	0.00	0.00	0.00%	1,320.80	0.00
401	Seed & Mulch - Pocket Park (PN1)	863.60	0.00	0.00	0.00	0.00	0.00%	863.60	0.00
402	Clearing & Grubbing - Pocket Park (PN2)	1,128.52	1,128.52	0.00	0.00	1,128.52	100.00%	0.00	112.85
403	Topsoil Cut - Haul & Dump in Rear Lots & Open Space	455.00	0.00	455.00	0.00	455.00	100.00%	0.00	45.50
404	Spread Onsite Fill Stockpile - Pocket Park (PN2)	4,309.20	0.00	4,309.20	0.00	4,309.20	100.00%	0.00	430.92
405	Fine Grade Pocket Park - Pocket Park (PN2)	439.40	0.00	0.00	0.00	0.00	0.00%	439.40	0.00
406	Seed & Mulch - Pocket Park (PN2)	287.30	0.00	0.00	0.00	0.00	0.00%	287.30	0.00
500	Electrical Conduit	64,519.16	0.00	0.00	0.00	0.00	0.00%	64,519.16	0.00
600	2-1/2" AT&T Conduit Crossings	5,455.32	0.00	0.00	0.00	0.00	0.00%	5,455.32	0.00
700	CO #1 - Amenity Center Grassin	-16,545.80	0.00	-16,545.80	0.00	-16,545.80	100.00%	0.00	-1,654.58
701	CO #2 - Storm Drain Changes	47,668.00	0.00	0.00	0.00	0.00	0.00%	47,668.00	0.00
Grand Totals		1,967,779.21	187,495.87	63,325.18	0.00	250,821.05	12.75%	1,716,958.16	25,082.11

## 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.:**                    **054**
- (B)    **Payee:**                                **ETM**
- (C)    **Amount Payable:**                    **\$ 2,278.44**
- (D)    **Invoice:**                                **Inv. 0192756**
- (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.

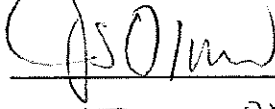
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

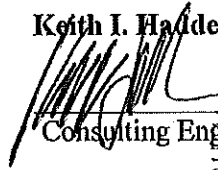
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

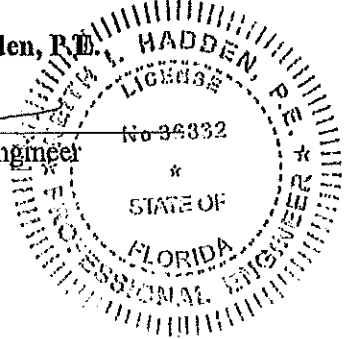
**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

  
By: JAMES OLIVER, Secretary  
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





South Village CDD  
14700 Village Square Place  
Midlothian, VA 23112

January 7, 2020  
Project No: 17186.16000  
Invoice No: 0192756

Project 17186.16000 Westbank Residential Phase 2 - CEI Services  
**Professional Services rendered through December 28, 2019**  
**Professional Personnel**

12710.  
91130  
\$ 2278.44  
2,277.00

	Hours	Rate	Amount
Inspector			
Hicks, Sommer	37.50	60.72	2,277.00
Totals	37.50		2,277.00
Total Labor			2,277.00

**Expenses**

Wireless Telephone		1.25	
Total Expenses	1.15 times	1.25	1.44

	Current	Prior	To-Date
Labor	2,277.00	4,195.07	6,472.07
Contract Limit			40,042.11
Remaining			33,570.04

**Invoice Total this Period \$2,278.44**

**Outstanding Invoices**

Number	Date	Balance
0192271	11/5/2019	2,276.02 ✓
0192482	12/3/2019	2,007.87 ✓
Total		4,283.89

**Total Now Due \$6,562.33**

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
10713 Oak St. Augustin, TX 78003 • 281-281-1111 • FAX 281-281-1112  
CA 00002591 LC400018

**WB Investment Company  
14700 Village Square Place  
Midlothian, VA 23112**

shughes@eastwestp.com

**Date: January 29, 2020  
To: Keith Hadden, CDD Engineer  
From: Susan Hughes  
RE: SVCDD-Series 2019 Bonds - Westbank/EL6**

**Please process for payment the following Invoices**

#053	Baker Construction	52,704.88	19021 App#3
#054	ETM	2,278.44	0192756
<b>Total for SVCDD-Series 2019 Bonds</b>		<b>\$ 54,983.32</b>	

*Received Payment*  
*[Signature]*

*2/4/20*

*Westbank Development*

*C.*



February 10, 2020

South Village CDD  
Mr. Keith Hadden, District Engineer  
P.O. Box 9509  
Fleming Island, FL 32006-0030

**Eagle Landing 6 Section 2 – Amenity Center Changes RCO No. 3**

Mr. Hadden:

Below you will find our change order proposal for the above referenced project as requested. The pricing is based on changes to the grading, storm drainage, parking entrance, sidewalk and curb from the contract set of plans.

If you have any questions or comments, please do not hesitate to contact me at 904-383-9722 or [herbie@bakerconstructors.com](mailto:herbie@bakerconstructors.com).

Item #	Item Description	Unit Measure	Unit	Unit Price	Total Price
1	Fine Grade Green Areas	(20.00)	SY	\$ 0.61	\$ (12.20)
2	12" LBR40 Subgrade	20.00	SY	\$ 9.35	\$ 187.00
3	6" Limerock	20.00	SY	\$ 11.05	\$ 221.00
4	1.5" Asphalt SP-9.5	20.00	SY	\$ 17.38	\$ 347.60
5	18" City Standard Curb	90.00	LF	\$ 27.55	\$ 2,479.50
6	Sidewalk	(150.00)	SF	\$ 4.40	\$ (660.00)
7	Sidewalk Ramp	1.00	EA	\$ 590.48	\$ 590.48
8	1" Conduit for Power	600.00	LF	\$ 3.90	\$ 2,340.00
9	1" Conduit for Water	600.00	LF	\$ 3.90	\$ 2,340.00
10	12" HP	213.00	LF	\$ 48.18	\$ 10,262.34
11	12" MES Aprons	(2.00)	EA	\$ 447.03	\$ (894.06)
12	Nyloplast Drain Basin 0'-6'	2.00	EA	\$ 2,636.60	\$ 5,273.20
<b>TOTAL THIS CHANGE ORDER</b>					<b>\$22,474.86</b>

Sincerely,

**BAKER CONSTRUCTORS, INC.**

*Herbert W. Blanton Jr.*

Herbert W. Blanton Jr.  
Estimator

Owners Representative: Westbay Development Company  
Approved by: [Signature] (Drew E. Vincent, V.P.)  
Date: 2/10/20



February 10, 2020

South Village CDD  
Mr. Keith Hadden, District Engineer  
P.O. Box 9509  
Fleming Island, FL 32006-0030

**Eagle Landing 6 Section 2 – Plan Changes RCO No. 4**

Mr. Hadden:

Below you will find our change order proposal for the above referenced project as requested. The pricing is based on changes to the sanitary sewer, storm sewer, grading, roadwork and grassing.

If you have any questions or comments, please do not hesitate to contact me at 904-383-9722 or herbie@bakerconstructors.com.

Item #	Item Description	Unit Measure	Unit	Unit Price	Total Price
1	Storm Manhole - Roadway Pricing	1.00	EA	\$ 6,206.47	\$ 6,206.47
2	Conflict Manhole - Roadway Pricing	3.00	EA	\$ 6,513.04	\$ 19,539.12
3	24" RCP - Roadway Pricing	(13.00)	LF	\$ 67.46	\$ (876.98)
4	36" RCP - Roadway Pricing	228.00	LF	\$ 101.37	\$ 23,112.36
5	Sanitary Manhole - Roadway Pricing	1.00	EA	\$ 4,790.56	\$ 4,790.56
6	12" LBR40 Subgrade - Roadway Pricing	(80.00)	SY	\$ 5.37	\$ (429.60)
7	6" Limerock - Roadway Pricing	(80.00)	SY	\$ 8.81	\$ (704.80)
8	1" SP 9.5 Asphalt - Roadway Pricing	(80.00)	SY	\$ 7.20	\$ (576.00)
9	18" Miami Curb - Roadway Pricing	(20.00)	LF	\$ 11.70	\$ (234.00)
Total This Change Order				\$	50,827.13

Sincerely,

**BAKER CONSTRUCTORS, INC.**

*Herbert W. Blanton Jr.*

Herbert W. Blanton Jr.  
Estimator

Owners Representative: *Westbank Development Company*

Approved by: *[Signature]* *Edward G. Vincent / V.P.*

Date: *2/18/20* *x* *Plans dated 2/6/20*

*D.*

*1.*

**AGREEMENT BETWEEN THE SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT AND BING BROTHERS CONSTRUCTION INC  
FOR CONSTRUCTION OF GOLF COURSE BATHROOMS**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

**BING BROTHERS CONSTRUCTION INC**, a Florida corporation, whose principal address is 4066 Eagle Landing Parkway, Orange Park, Florida 32065 ("Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, golf course and other recreational facilities; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the labor and materials necessary for construction of golf course bathrooms all as more particularly described in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

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

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**SECTION 2. DUTIES.**

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to construct golf course bathrooms as described in **Exhibit A**, attached hereto and incorporated herein ("Project"). Contractor shall

be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

### **SECTION 3. COMPENSATION.**

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor Forty-Seven Thousand Dollars (\$47,000.00). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful

negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted. The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.

**SECTION 4. OMITTED.**

**SECTION 5. DATE OF COMPLETION.** Contractor shall complete the Project within fifty (50) calendar days of the execution of this Agreement, provided, however, that such completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Should the Contractor fail to complete the Project within the time set forth herein, the Contractor shall pay to the Owner as liquidated damages the amount of One Hundred Dollars (\$100.00) per day. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

**SECTION 6. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 7. WARRANTY.** Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship for one (1) year, and agrees to assign any and all of the manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use of, nor infringe on any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance

with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 9. INDEMNIFICATION.**

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 11. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or

mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 13. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

**SECTION 15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

**SECTION 18. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

**A. If to District:** South Village Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Bing Brothers Construction Inc  
4066 Eagle Landing Parkway  
Orange Park, Florida 32065  
Attn: Gregory Bing

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida

**SECTION 21. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 25. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 26. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

**SECTION 27. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[Signatures on next page]*

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

**ATTEST:**

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**WITNESS:**

**BING BROTHERS CONSTRUCTION  
INC.**

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

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

**Exhibit A:**    Proposal

# Proposal

Date: October 30, 2019  
Invoice #:   
Customer ID: Matt (Fox Eagle Landing)  
Expiration Date: none

To: Eagle Landing  
Eagle Landing Parkway  
Orange Park FL 32065

[illegible]

2.

**AGREEMENT BETWEEN THE SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT AND TREE AMIGOS OUTDOOR SERVICES, INC.  
FOR INSTALLATION OF MONUMENT LANDSCAPING**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

**TREE AMIGOS OUTDOOR SERVICES, INC.**, a Florida corporation, with a mailing address of 5000-18 Highway 17 #235, Fleming Island, Florida 32003 ("Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the labor and materials necessary for the installation of monument landscaping, all as more particularly described in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

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

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**SECTION 2. DUTIES.**

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to install monument landscaping as described in **Exhibit A**, attached hereto and incorporated herein ("Project"). Contractor shall be solely responsible for the means, manner, and methods by which its duties,

obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

### **SECTION 3. COMPENSATION.**

- A.** As compensation for the completion of the Project, the District agrees to pay Eleven Thousand Five Hundred Twenty-Four Dollars (\$11,524.00). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or

change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted. The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.

**SECTION 4. OMITTED.**

**SECTION 5. DATE OF COMPLETION.** Contractor shall complete the Project within \_\_\_\_\_ (\_\_\_\_) calendar days of the execution of this Agreement, provided, however, that such completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Should the Contractor fail to complete the Project within the time set forth herein, the Contractor shall pay to the Owner as liquidated damages the amount of One Hundred Dollars (\$100.00) per day. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

**SECTION 6. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor

provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 7. WARRANTY.** Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship for one (1) year, and agrees to assign any and all of the manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use of, nor infringe on any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

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

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 9. INDEMNIFICATION.**

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- B.** Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 11. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge

any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 13. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

**SECTION 15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

**SECTION 18. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

**A. If to District:** South Village Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Tree Amigos Outdoor Services, Inc.  
5000-18 Highway 17, No. 235  
Fleming Island, Florida 32003  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida

**SECTION 21. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 25. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 26. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

**SECTION 27. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[Signatures on next page]*

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

ATTEST:

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**TREE AMIGOS OUTDOOR  
SERVICES, INC.**

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

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

**Exhibit A:**    Proposal

## Exhibit A



## Quotation

Quote #: 12500

Date: 01/14/2020

Billed To: South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

Project: Eagle Landing O/S  
3989 Eagle Landing Parkway  
Orange Park FL 32065

This quote is valid until: 02/13/2020

Description	Common Name	Quantity	Price	Ext Price
Monument Installations (4)				
St. Augustine Floratam (budget amount)	St. Augustine Florat	4,000.00	0.54	2,160.00
Irrigation	Irrigation	4.00	450.00	1,800.00
Lagerstroemia Indica MT Tuscarora 15gal	Crape Myrtle	18.00	145.00	2,320.00
Dianella Tasmanica 1gal	Flax Lily	96.00	5.50	528.00
Fakahatchee Grass 3gal	Fakahatchee Grass	48.00	9.25	444.00
Mulch - yards	Mulch	18.00	42.00	672.00
Delivery	Delivery	4.00	250.00	1,000.00
Mobilization	Mobilization	4.00	150.00	600.00
Grade/Prep	Grade	4.00	250.00	1,000.00
Equipment	Equipment	4.00	250.00	1,000.00

### Notes

Water and power source to be provided by others, no pump or well pricing included in quote.

Fine grade included in quote only.

No root barrier, drainage pricing, soil amendments or top soil included in quote.

Total: \$11,524.00

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045  
Email: mrich@treeamigosoutdoor.com or jproctor@treeamigosoutdoor.com  
Website: www.TreeAmigosOutdoor.com

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1 of 1

3.

**AGREEMENT BETWEEN THE SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT AND TREE AMIGOS OUTDOOR SERVICES, INC.  
FOR INSTALLATION OF WESTBANK LANDSCAPE & IRRIGATION**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

**TREE AMIGOS OUTDOOR SERVICES, INC.**, a Florida corporation, with a mailing address of 5000-18 Highway 17 #235, Fleming Island, Florida 32003 ("Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide the labor and materials necessary for the installation of landscape and irrigation within the area known as "Westbank," all as more particularly described in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

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

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**SECTION 2. DUTIES.**

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to install landscape and irrigation as described in **Exhibit A**, attached hereto and incorporated herein ("Project"). Contractor shall be solely responsible for the means, manner, and methods by which its duties,

obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

### **SECTION 3. COMPENSATION.**

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor Two Hundred Thirty-One Thousand Fifty Dollars (\$231,050.00). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or

change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted. The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.

**SECTION 4. OMITTED.**

**SECTION 5. DATE OF COMPLETION.** Contractor shall complete the Project within \_\_\_\_\_ (\_\_\_\_) calendar days of the execution of this Agreement, provided, however, that such completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Should the Contractor fail to complete the Project within the time set forth herein, the Contractor shall pay to the Owner as liquidated damages the amount of One Hundred Dollars (\$100.00) per day. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

**SECTION 6. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor

provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 7. WARRANTY.** Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship for one (1) year, and agrees to assign any and all of the manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use of, nor infringe on any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

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

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 9. INDEMNIFICATION.**

- A. Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 11. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge

any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 13. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

**SECTION 15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

**SECTION 18. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

**A. If to District:** South Village Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Tree Amigos Outdoor Services, Inc.  
5000-18 Highway 17, No. 235  
Fleming Island, Florida 32003  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida

**SECTION 21. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 25. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 26. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

**SECTION 27. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[Signatures on next page]*

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

**ATTEST:**

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**WITNESS:**

**TREE AMIGOS OUTDOOR  
SERVICES, INC.**

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

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

**Exhibit A:**    Proposal

## Exhibit A



## Quotation

Quote #: 12499

Date: 01/14/2020

Billed To: South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

Project: Eagle Landing O/S  
3989 Eagle Landing Parkway  
Orange Park FL 32065

This quote is valid until: 02/13/2020

Description	Common Name	Quantity	Price	Ext Price
Westbank/ Eagle Landing PH1				
Bermuda Grass (per color coded map provided) (BLUE)	Bermuda	136,000.00	0.52	70,720.00
Argentin Bahia Sod (per color coded map provided) (RED)	Bahia Grass	76,000.00	0.42	31,920.00
Bahia Seed- Hydroseed (per color coded map provided) (GREEN)	Seed	188,000.00	0.10	18,800.00
Bahia Seed- Hydroseed (Second Application)		188,000.00	0.10	18,800.00
Irrigation 100% irrigation coverage	Irrigation	1.00	63,000.00	63,000.00
Magnolia Grandiflora 4"cal 12-14'ht (TBD)	Magnolia G.	5.00	600.00	3,000.00
Quercus virginia 4"cal 12-14'ht (TBD)	Live Oak	15.00	650.00	9,750.00
Mulch - yards	Mulch	5.00	42.00	210.00
Delivery	Delivery	1.00	650.00	650.00
Grade/Prep	Grade	1.00	12,000.00	12,000.00
Equipment	Equipment	1.00	2,000.00	2,000.00

### Notes

Water and power source to be provided by others, no pump or well pricing included in quote.

Only two applications of seed included in quote and Tree Amigos cannot guarantee germination due to Acts of God.

Fine grade included in quote only.

No root barrier, drainage pricing, soil amendments or top soil included in quote.

**Total: \$231,050.00**

*TWELFTH ORDER OF BUSINESS*

**RESOLUTION 2020-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING RULES OF PROCEDURE;  
PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, South Village Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE SOUTH VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 3rd day of March, 2020.

**ATTEST:**

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Rules of Procedure

**EXHIBIT A:**  
**RULES OF PROCEDURE**

**RULES OF PROCEDURE  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF MARCH 3, 2020**

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**Rule 1.0      General.**

- (1) The South Village Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1      Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2      District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
  - (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (\_\_\_\_) \_\_\_\_\_. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor's requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

- (1)    Internal Controls.    The District shall establish and maintain internal controls designed to:
- (a)    Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b)    Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c)    Support economical and efficient operations; and
  - (d)    Ensure reliability of financial records and reports; and
  - (e)    Safeguard assets.
- (2)    Adoption.    The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2      Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1)    Definitions.

- (a)    "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b)    "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2)    Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3)    Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a)    Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.  
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.



### **Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

### **Rule 3.5      Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6      Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11     Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)     Filing.

- (a)     With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)     Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)     If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective March 3, 2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

*THIRTEENTH ORDER OF BUSINESS*

**RESOLUTION 2020-06**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT  
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the South Village Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 3<sup>RD</sup> DAY OF March, 2020.**

**ATTEST:**

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

## **EXHIBIT "A"**

### **SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY**

#### **1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the South Village Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### **2. Definitions.**

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

- 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
  - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** March 3, 2020

*FOURTEENTH ORDER OF BUSINESS*

*A.*

# **South Village Community Development District Operations Report**

Date: February 2020  
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. Waterslide has been waxed, buffed and seams sealed. Came out great.
  - b. The adult pool laterals in the sand filter are failing, returning sand to the pool. Project has been approved, parts on order with vendor and should be completed prior to spring break.
  - c. Karen hosted a lifeguard training class with six participants and future guards.
  - d. Moving forward with converting pool/AC parking lot lighting to LED heads. This will eliminate the failures and inconsistent lighting we've been trying to trace to have a properly lit lot.
2. Athletic Center
  - a. Southeast fitness will be repairing bike and leg press machine.
  - b. New Pickleball program spearheaded by TJ had a great first week with 29 total players through three introductory clinics. We have a Tuesday and Thursday AM and Thursday PM clinic scheduled at the moment and will possibly increase activity depending on turnout.
  - c. Will evaluate the need for outdoor pickleball court lines, but we do anticipate adding lines to the current hard courts outside.
  - d. Will be focusing on deep cleaning and projects at the Athletic Center as Spring Break hits the pool.
3. Activities
  - a. 14 facility rentals in February.
  - b. 3 families ordered Candy Gram deliveries.
  - c. 5 kids attended School's Out Camp on 2.17.
  - d. Rachael has had recent advancements with apple and membersfirst with the website app. The app could possibly be live within two weeks.
  - h. Rachael had 5 membership appointments in February.
  - g. On average, 1150 email blasts continue to go out every Tuesday using the website services.
4. Tennis
  - a. Staff performed court irrigation assessment with CCUA to determine proper water usage. We did uncover some leaky valves that we replaced and everything is in line.
  - b. Staff is preparing to resurface the clay courts here in the next couple of weeks.
  - c. Junior clinics remain very strong.

## **Golf and Clubhouse Operations:**

Golf Operations

- a. A slower month of February with 3,800 rounds.
- b. Weekly member groups had a good turnout in February. 600 member rounds.
- c. Range activity was good over the past month with 1200 users and \$4K in revenue.
- d. The weekly clinic on Saturday is ongoing.
- e. Sales in the golf shop were slower this month with \$6K in sales.
- f. New equipment and demo's arrived and are ready to be tried out and purchased.
- g. Have had 3 new members join. Will look to plan member social to get all members together.

#### Clubhouse F&B

- a. Solid February operations finish well ahead of budget
- b. Held multiple successful Resident events including the Valentines Dinner, which had raving reviews
- c. Outside business remains strong. We held events for Chamber of Commerce Oakleaf Business Council, the Preserves HOA meeting, Sheriffs NET, and Aetna
- d. We continue to have solid business from inside and outside the community, with Parties and Celebrations of various types.
- e. Trivia has been a solid event week after week, and monthly family nights remains fairly well attended
- f. Staff has continued to improve, and we have been able to add a new server, and have a new cook pending
- g. We had only minor issues with equipment in the month, and will continue to maintain and up-grade the equipment where needed.
- h. We have been able to update the Wine offerings with Meomi Wines, the official wine of the PGA, and we continue to tweak our offerings in both food and beverage, to keep the menu's fresh.
- i. We are looking at equipment purchase for the kitchen to include new ice machine, as well as a new dishwasher lease.
- j. Plans for the Spring mixer are underway, we look forward to a great turnout once again.

#### Golf Course Maintenance

- a. Greens Program for February
  - Winter preventative fungicide program...preventative applications for leaf spot, patch diseases, and root dysfunction on 2/6. Sprayed 1<sup>st</sup> of 5 applications for Fairy Ring on 2/12
  - application of micro nutrients 2/24
  - continued with pigment program for greens color, weekly applications
  - put down 2 applications of granular herbicide for crabgrass control, 2/5 and 2/19
  - fertilized greens with 10-0-20 plus micros 2/19
- b. sprayed herbicide on all tees for Poa
- c. registered with Resident Canada Goose Control for egg and nest removal, good thru June
- d. wind storm the night of 2/6, trees down on 5, 10, 11, and 12. Limbs and small debris throughout entire course. Cleanup took several days
- e. put coquina around tree by cart path on hole 3
- f. repaired weeping irrigation heads on 9, 10, 12, and 18
- g. spiked sodded and worn areas by all cart paths
- h. put down pinestraw by granite monument on 17 tee, behind 2 tee, and around Magnolias on 13
- i. Tree Tech here on 2/12 and 2/18...took out trees behind 11 green, by 12 green, by bathroom on 13, by 13 tee, behind 13 green, behind 3 green, left of cart path on 5, right of green on 5, behind 5 green, and by 7 tee. Ground stumps throughout course.
- j. spread 24-0-12 fertilizer plus herbicide for spring/summer grassy weeds around all greens on 2/10. Spread same product on entire course 2/20-2/28
- k. sprayed all coquina beds with RoundUp

### **Common Areas & Retention Ponds:**

1. All lakes have been treated and inspected by the Lake Doctors. Written reports are submitted after each treatment. There has been improvement in the troubled ponds previously target. Some new issue ponds have developed and are being treated accordingly.
2. Landscape lighting replacements have started around Golf Clubhouse and will continue in the coming months for all facilities.
3. The waterfall vault has not deteriorated and the suction baskets continue to be cleaned once a month. Basket cleaning scheduled the first week of March.
4. Working with vendors to provide tag reader and camera quotes.
5. Will be receiving quote for stocking carp in the troubled ponds again this year.

### **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  
February 1<sup>st</sup> thru February 29<sup>th</sup> 2020
  - a. Ongoing maintenance per schedule for mowing and detail operations.
  - b. February irrigation inspection and repairs completed week of 2/17. Adjusted irrigation system based on current rainfall we continue to run 3 days per week.
  - c. Complete fertilizer application on all turf areas will start 3/2.
  - d. Completed detail, clean-up and mulch at island in lake at Swim Park.
  - e. Treated turf with Fungicide 2/20
  - f. Sprayed all beds with round-up

### **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@honoursgolf.com](mailto:matthew.biagetti@honoursgolf.com) , 904-637-0666.

*SEVENTEENTH ORDER OF BUSINESS*

*A.*

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**

January 31, 2020

	<u>Governmental Fund Types</u>			
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals</u>
<b><u>ASSETS:</u></b>				
Cash	\$606,896	---	---	\$606,896
Investments:				
State Board	\$285,566	---	---	\$285,566
<u>Series 2016 A1/A2</u>				
Reserve A1	---	\$552,326	---	\$552,326
Reserve A2	---	\$203,886	---	\$203,886
Revenue A1/A2	---	\$1,355,118	---	\$1,355,118
Construction	---	---	\$19,036	\$19,036
<u>Series 2016 A3</u>				
Reserve A3	---	\$140,847	---	\$140,847
Revenue A3	---	\$318,649	---	\$318,649
Prepayment A3	---	\$64,070	---	\$64,070
Dreamfinders Acquisition	---	---	\$64	\$64
Dreamfinders Supp. Constr.	---	---	\$846,096	\$846,096
<u>Series 2019A/B</u>				
Reserve A	---	\$56,466	---	\$56,466
Revenue A	---	\$151,989	---	\$151,989
Interest B	---	\$2,649	---	\$2,649
Prepayment B	---	\$191,853	---	\$191,853
Acquisition & Construction	---	---	\$286,689	\$286,689
Restricted Acq & Construction	---	---	\$1,733,758	\$1,733,758
Due from Golf Course	\$43,957	---	---	\$43,957
Due from General	---	\$0	---	\$0
Due from Rec Fund	\$43,699	---	---	\$43,699
<b>TOTAL ASSETS</b>	<b>\$980,119</b>	<b>\$3,037,853</b>	<b>\$2,885,643</b>	<b>\$6,903,615</b>
<b><u>LIABILITIES:</u></b>				
Accounts Payable	\$15,880	---	---	\$15,880
Contracts Payable	---	---	\$23,804	\$23,804
Deferred Revenue	\$0	---	---	\$0
Due to Other Funds	\$0	---	---	\$0
<b><u>FUND BALANCES:</u></b>				
Restricted for Debt Service	---	\$3,037,853	---	\$3,037,853
Restricted for Capital Projects	---	---	\$2,861,839	\$2,861,839
Unassigned	\$964,239	---	---	\$964,239
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$980,119</b>	<b>\$3,037,853</b>	<b>\$2,885,643</b>	<b>\$6,903,615</b>

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Maintenance Assessments - Tax Collector	\$691,517	\$608,728	\$608,728	\$0
Maintenance Assessments - Direct	\$7,250	\$3,625	\$3,625	\$0
Interest Income	\$0	\$0	\$2,083	\$2,083
Misc Income	\$0	\$0	\$7,469	\$7,469
<b>TOTAL REVENUES</b>	<b>\$698,767</b>	<b>\$612,353</b>	<b>\$621,904</b>	<b>\$9,551</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$18,000	\$6,000	\$3,000	\$3,000
FICA Taxes	\$1,377	\$459	\$230	\$230
Engineering Fees	\$15,000	\$5,000	\$2,125	\$2,875
Arbitrage	\$1,800	\$600	\$0	\$600
Dissemination Agent	\$8,500	\$2,833	\$2,833	\$0
Assessment Roll	\$5,300	\$5,300	\$5,300	\$0
Attorney Fees	\$40,000	\$13,333	\$6,254	\$7,079
Annual Audit	\$7,000	\$0	\$0	\$0
Trustee Fees	\$15,000	\$0	\$0	\$0
Management Fees	\$49,000	\$16,333	\$16,333	\$0
Computer Time	\$1,000	\$333	\$333	\$0
Telephone	\$500	\$167	\$240	(\$74)
Postage	\$1,500	\$500	\$482	\$18
Printing & Binding	\$3,300	\$1,100	\$430	\$670
Insurance	\$7,200	\$7,200	\$7,200	\$0
Legal Advertising	\$5,000	\$1,667	\$864	\$803
Other Current Charges	\$1,200	\$400	\$1,184	(\$784)
Office Supplies	\$100	\$33	\$5	\$28
Dues, Licenses, Subscriptions	\$200	\$200	\$175	\$25
Contingency	\$572	\$191	\$0	\$191
<b>TOTAL ADMINISTRATIVE</b>	<b>\$181,549</b>	<b>\$61,650</b>	<b>\$46,989</b>	<b>\$14,661</b>
<b><u>COMMUNITY APPEARANCE</u></b>				
Utilities	\$95,000	\$31,667	\$27,222	\$4,445
Interlocal Agreement - MVCDD	\$36,000	\$28,466	\$28,466	\$0
Facility & Grounds Maintenance (Labor)	\$52,000	\$17,333	\$0	\$17,333
Landscape - Contract	\$155,518	\$51,839	\$51,462	\$378
Landscape - Contingency	\$30,000	\$10,000	\$1,670	\$8,330
Landscape - Irrigation Repairs	\$10,500	\$3,500	\$0	\$3,500
Lake - Contract	\$30,000	\$10,000	\$8,840	\$1,160
Phase 5&6 Maintenance	\$75,000	\$25,000	\$0	\$25,000
Miscellaneous - Direct Cost	\$10,000	\$3,333	\$2,938	\$396
Security	\$23,200	\$7,733	\$9,375	(\$1,642)
<b>TOTAL COMMUNITY APPEARANCE</b>	<b>\$517,218</b>	<b>\$188,872</b>	<b>\$129,973</b>	<b>\$58,899</b>
<b>TOTAL EXPENDITURES</b>	<b>\$698,767</b>	<b>\$250,522</b>	<b>\$176,962</b>	<b>\$73,560</b>

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
Excess (deficiency) of revenues over (under) expenditures	\$0	\$361,831	\$444,942	\$83,111
NET CHANGE IN FUND BALANCE	\$0	\$361,831	\$444,942	\$83,111
FUND BALANCE - Beginning	\$0		\$519,297	
FUND BALANCE - Ending	\$0		\$964,239	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Tax Collector	\$1,490,047	\$1,292,028	\$1,292,028	\$0
Assessments - Direct	\$24,874	\$12,437	\$12,437	\$0
Assessments - Prepayments	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$5,858	\$5,858
<b>TOTAL REVENUES</b>	<b>\$1,514,920</b>	<b>\$1,304,465</b>	<b>\$1,310,323</b>	<b>\$5,858</b>
<b><u>EXPENDITURES:</u></b>				
<u>Series 2016 A-1 Refunding Bonds</u>				
Interest Expense - 11/1	\$187,803	\$187,803	\$187,803	\$0
Special Call - 11/1	\$0	\$0	\$10,000	(\$10,000)
Interest Expense - 5/1	\$187,803	\$0	\$0	\$0
Principal Expense - 5/1	\$610,000	\$0	\$0	\$0
Special Call - 5/1	\$0	\$0	\$0	\$0
<u>Series 2016 A-1 Revenue Bonds</u>				
Interest Expense - 11/1	\$57,281	\$57,281	\$57,281	(\$0)
Interest Expense - 5/1	\$57,281	\$0	\$0	\$0
<u>Series 2016 A-2 Refunding Bonds</u>				
Interest Expense - 11/1	\$95,245	\$95,245	\$95,245	\$0
Principal Expense - 11/1	\$0	\$0	\$5,000	(\$5,000)
Principal Expense - 5/1	\$175,000	\$0	\$0	\$0
Interest Expense - 5/1	\$95,245	\$0	\$0	\$0
<u>Series 2016 A-2 Revenue Bonds</u>				
Interest Expense - 11/1	\$20,875	\$20,875	\$20,875	\$0
Interest Expense - 5/1	\$20,875	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,507,408</b>	<b>\$361,204</b>	<b>\$376,204</b>	<b>(\$15,000)</b>
Excess (deficiency) of revenues over (under) expenditures	\$7,513	\$943,262	\$934,119	(\$9,142)
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$7,513</b>	<b>\$943,262</b>	<b>\$934,119</b>	<b>(\$9,142)</b>
FUND BALANCE - Beginning	\$419,182		\$1,177,211	
FUND BALANCE - Ending	<u>\$426,694</u>		<u>\$2,111,330</u>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**

Series 2016A3 Special Assessment Revenue and Refunding Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Tax Collector	\$396,452	\$307,513	\$307,513	\$0
Assessments - Prepayments	\$0	\$0	\$64,070	\$64,070
Interest Income	\$0	\$0	\$1,643	\$1,643
<b>TOTAL REVENUES</b>	<b>\$396,452</b>	<b>\$307,513</b>	<b>\$373,226</b>	<b>\$65,713</b>
<b><u>EXPENDITURES:</u></b>				
<u>Series 2016 A-3 Refunding Bonds</u>				
Interest Expense - 11/1	\$76,650	\$76,650	\$74,913	\$1,738
Special Call - 11/1	\$0	\$0	\$100,000	(\$100,000)
Interest Expense - 5/1	\$76,650	\$0	\$0	\$0
Principal Expense - 5/1	\$105,000	\$0	\$0	\$0
<u>Series 2016 A-3 Revenue Bonds</u>				
Interest Expense - 11/1	\$53,350	\$53,350	\$53,350	\$0
Interest Expense - 5/1	\$53,350	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$365,000</b>	<b>\$130,000</b>	<b>\$228,263</b>	<b>(\$98,263)</b>
Excess (deficiency) of revenues over (under) expenditures	\$31,452	\$177,513	\$144,964	(\$32,549)
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$31,452</b>	<b>\$177,513</b>	<b>\$144,964</b>	<b>(\$32,549)</b>
FUND BALANCE - Beginning	\$184,535		\$378,603	
FUND BALANCE - Ending	<u>\$215,987</u>		<u>\$523,567</u>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**

Series 2019A/B Capital Improvement Revenue Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Tax Collector (A)	\$223,713	\$92,733	\$92,733	\$0
Assessments - Direct (B)	\$95,200	\$58,692	\$58,692	\$0
Prepayments	\$0	\$0	\$191,533	\$191,533
Interest Income	\$0	\$0	\$1,202	\$1,202
<b>TOTAL REVENUES</b>	<b>\$318,913</b>	<b>\$151,425</b>	<b>\$344,161</b>	<b>\$192,735</b>
<b><u>EXPENDITURES:</u></b>				
<u>Series 2019A</u>				
Interest Expense - 11/1	\$87,940	\$87,940	\$87,940	\$0
Interest Expense - 5/1	\$87,405	\$0	\$0	\$0
Principal Expense - 5/1	\$45,000	\$0	\$0	\$0
<u>Series 2019B</u>				
Interest Expense - 11/1	\$47,600	\$47,600	\$47,600	\$0
Interest Expense - 5/1	\$47,600	\$0	\$0	\$0
Principal Expense - 11/1	\$0	\$0	\$60,000	(\$60,000)
<b>TOTAL EXPENDITURES</b>	<b>\$315,545</b>	<b>\$135,540</b>	<b>\$195,540</b>	<b>(\$60,000)</b>
Excess (deficiency) of revenues over (under) expenditures	\$3,368	\$15,885	\$148,621	\$132,735
<b><u>OTHER FINANCING SOURCES/(USES):</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	(\$2,528)	(\$2,528)
<b>OTHER FINANCING SOURCES/(USES):</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$2,528)</b>	<b>(\$2,528)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$3,368</b>	<b>\$15,885</b>	<b>\$146,092</b>	<b>\$130,207</b>
FUND BALANCE - Beginning	\$147,030		\$256,864	
FUND BALANCE - Ending	<u>\$150,398</u>		<u>\$402,956</u>	

# **SOUTH VILLAGE**

## **COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND**

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$90	\$90
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90</b>	<b>\$90</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$90	\$90
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90</b>	<b>\$90</b>
FUND BALANCE - Beginning	\$0		(\$4,858)	
FUND BALANCE - Ending	\$0		(\$4,768)	

# **SOUTH VILLAGE**

## **COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND**

Series 2016A3 Special Assessment Revenue and Refunding Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$3,643	\$3,643
Capital Assessments	\$0	\$0	\$100,000	\$100,000
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$103,643</u></b>	<b><u>\$103,643</u></b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$103,643</u>	<u>\$103,643</u>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$103,643</u></b>	<b><u>\$103,643</u></b>
FUND BALANCE - Beginning	\$0		\$742,517	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$846,160</u>	

# SOUTH VILLAGE

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND

Series 2019A/B Capital Improvement Revenue Bonds  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended January 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$12,004	\$12,004
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,004</b>	<b>\$12,004</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$590,476	(\$590,476)
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$590,476</b>	<b>(\$590,476)</b>
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	(\$578,472)	(\$578,472)
<b><u>OTHER FINANCING SOURCES/(USES):</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	\$2,528	\$2,528
<b>OTHER FINANCING SOURCES/(USES):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,528</b>	<b>\$2,528</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$575,943)</b>	<b>(\$575,943)</b>
FUND BALANCE - Beginning	\$0		\$2,596,390	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$2,020,447</u>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

Bond Issue:	<b><u>Series 2016A1/A2/A3 Capital Improvement Revenue and Refunding Bonds</u></b>
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)
5/1/19 A1	(\$655,000)
5/1/19 A2	(\$190,000)
5/1/19 A3	(\$175,000)
11/1/19 A1	(\$10,000)
11/1/19 A2	(\$5,000)
11/1/19 A3	(\$100,000)

Current Bonds Outstanding:	<u><u>\$24,760,000</u></u>
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Bond Issue:	<b><u>Series 2019A/B Capital Improvement Revenue Bonds</u></b>
Original Issue Amount:	\$4,955,000
Interest Rate:	4.75-5.6%
Maturity Date:	May 1, 2049

Reserve Fund Requirement:	25% of MADS
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Bonds outstanding - 2/28/19	\$4,955,000
Less: 11/1/19	(\$60,000)

Current Bonds Outstanding:	<u><u>\$4,895,000</u></u>
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**South Village**  
**Community Development District**  
**Series 2016 A3 Special Assessment Bonds**

**1. Recap of Capital Project Fund Activity Through January 31, 2020**

Opening Balance in Construction Account Series 2016 A3	\$2,208,094.98
Source of Funds:	
Interest Earned	\$19,905.90
Trans to/from Debt Service	(\$6,526.50)
Prepayments	\$910,000.00
<b>Use of Funds:</b>	
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	(\$696,106.01)
Contingency	(\$55,881.97)
Cost of Issuance	(\$82,875.93)
<b>Adjusted Balance in Construction Account at January 31, 2020</b>	<b><u><u>\$846,160.19</u></u></b>

**2. Funds Available For Construction at January 31, 2020**

Book Balance of Construction Fund at January 31, 2020	\$ 846,160.19
Contracts in place at January 31, 2020	
Construction Funds available at January 31, 2020	<b><u><u>\$ 846,160.19</u></u></b>

**3. Investments -U.S. Bank**

January 31, 2020	Type	Yield	Due	Maturity	Principal
Construction Fund:	Overnight	0.01%			\$846,160.19

ADJ: Outstanding Requisitions Series 2016 A3	\$ -
Balance at 1/31/20	<b><u><u>\$ 846,160.19</u></u></b>

**South Village**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**

**1. Recap of Capital Project Fund Activity Through January 31, 2020**

Opening Balance in Construction Account Series 2019	\$4,700,278.00
Source of Funds:	
Interest Earned	\$54,883.71
Transfer In	\$2,528.46
<b>Use of Funds:</b>	
Disbursements:	
Design	(\$234,719.23)
Lake Park (Amenity Area)	\$0.00
Neighborhood Parks	\$0.00
Neighborhood Monuments (Signage)	(\$2,265.10)
Roads, Ponds, Stormwater System	(\$535,220.75)
Utilities	(\$1,375,136.87)
Contingency	\$0.00
Professional Fees (Soft Costs)	(\$299,626.56)
Cost of Issuance	(\$290,275.00)
<b>Adjusted Balance in Construction Account at January 31, 2020</b>	<b><u><u>\$2,020,446.66</u></u></b>

**2. Funds Available For Construction at January 31, 2020**

Book Balance of Construction Fund at January 31, 2020	\$ 2,020,446.66
Contracts in place at January 31, 2020	
Construction Funds available at January 31, 2020	<b><u><u>\$ 2,020,446.66</u></u></b>

**3. Investments -U.S. Bank**

January 31, 2020	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight				\$2,020,446.66
ADJ: Outstanding Requisitions Series 2019					\$ -
Balance at 1/31/20					<b><u><u>\$ 2,020,446.66</u></u></b>

*B.*

## Fiscal Year Ending September 30, 2020

On Roll:	Due to RF	Due to CR	Due to GC
	Wire Transfer	V#247	V#153
	207.102	207.104	207.103
31-Oct	\$ -		\$ 100,000.00
19-Nov		\$ 218,730.25	\$ 180,393.56
17-Dec	\$ 709,091.38		
3-Jan	\$ 25,296.87		
6-Jan		\$ 7,803.21	\$ 10,003.06
23-Jan	\$ 14,523.19		
	<u>\$ 748,911.44</u>	<u>\$ 226,533.46</u>	<u>\$ 290,396.62</u>
Bal to Transfer	\$ 0.00	\$ 4,479.91	\$ 5,742.86

tax rece  
transfer tax receipt

*C.*

# South Village Community Development District

## Summary of Invoices

March 3, 2020

Fund	Date	Check No.s	Amount
<i>General Fund</i>	12/1-12/31	2905-2923	\$ 479,118.60
	1/1-1/31	2924-2953	\$ 165,178.17
<b>Total Invoices for Approval</b>			<b>\$ 644,296.77</b>

*\*\*FedEx invoices are available by request*

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/24/20 PAGE 1  
 \*\*\* CHECK DATES 12/01/2019 - 12/31/2019 \*\*\* SOUTH VILLAGE CDD - GENERAL  
 BANK A SOUTH VILLAGE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/12/19	00038	11/30/19 NOV 19	201911 320-57200-43100	NOV 19 - WATER	*	6,034.87	
				CLAY COUNTY UTILTITY AUTHORITY			6,034.87 002905
12/12/19	00045	11/15/19 111519	201911 320-57200-34500	SECURITY 11/1-11/15	*	✓145.00	
		11/30/19 113019	201911 320-57200-34500	SECURITY 11/16-11/30	*	✓250.00	
				CLAY COUNTY SHERIFF'S OFFICE			395.00 002906
12/12/19	00050	11/15/19 111519	201911 320-57200-34500	SECURITY 11/1-11/15	*	✓300.00	
		11/30/19 113019	201911 320-57200-34500	SECURITY 11/16-11/30	*	✓450.00	
				JEFFREY DEESE			750.00 002907
12/12/19	00003	11/26/19 68494511	201911 310-51300-42000	DELIVERIES THRU 11/26	*	34.22	
				FEDEX			34.22 002908
12/12/19	00004	7/31/19 25989	201907 310-51300-48000	LEGAL ADS	*	2,543.48	
				THE FLORIDA TIME-UNION			2,543.48 002909
12/12/19	00018	12/01/19 249	201912 310-51300-34000	DEC 19 - MGMT FEES	*	4,083.33	
		12/01/19 249	201912 310-51300-35100	DEC 19 - IT	*	83.33	
		12/01/19 249	201912 310-51300-31300	DEC 19 - DISSEMINATION	*	708.33	
		12/01/19 249	201912 310-51300-51000	DEC 19 - SUPPLIES	*	2.50	
		12/01/19 249	201912 310-51300-42000	DEC 19 - POSTAGE	*	24.76	
		12/01/19 249	201912 310-51300-42500	DEC 19 - COPIES	*	143.25	
		12/01/19 249	201912 310-51300-41000	DEC 19 - TELEPHONE	*	33.17	
				GOVERNMENTAL MANAGEMENT SERVICES			5,078.67 002910
12/12/19	00013	10/31/19 111454	201910 310-51300-31500	OCT 19 - GENERAL COUNSEL	*	1,499.95	
				HOPPING GREEN & SAMS			1,499.95 002911
12/12/19	00142	11/15/19 111519	201911 320-57200-34500	SECURITY - 11/1-11/15	*	✓300.00	

SVIL SOUTH VILLAGE PPWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		11/30/19 113019	201911 320-57200-34500		*	✓ 150.00	
			SECURITY 11/16-11/30	RUDOLPH VALENTINO JACKSON, JR			450.00 002912
12/12/19 00137		11/15/19 111519	201911 320-57200-34500		*	✓ 270.00	
			SECURITY 11/1-11/15				
		11/30/19 113019	201911 320-57200-34500		*	✓ 150.00	
			SECURITY 11/16-11/30	MATTHEW MCREE			420.00 002913
12/12/19 00153		12/12/19 TAX RECE	201912 300-20700-10300		*	180,393.56	
			TRANSFER TAX RECEIPTS	SOUTH VILLAGE CDD - GOLF FUND			180,393.56 002914
12/12/19 00247		12/12/19 WESTBANK	201912 300-22300-10200		*	60,000.00	
			WESTBANK ANNEXATION FEES	SOUTH VILLAGE CDD - CAPITAL FUND ✓			60,000.00 002915
12/12/19 00247		12/12/19 TAX RECE	201912 300-20700-10400		*	218,730.25	
			TRANSFER TAX RECEIPTS	SOUTH VILLAGE CDD - CAPITAL FUND ✓			218,730.25 002916
12/19/19 00031		12/06/19 6474431	201911 320-57200-43000		*	59.00	
			4045-2 EAGLE CROSSING DR		*		
		12/12/19 5875489	201911 320-57200-43000		*	1,405.80	
			3935-1 EAG LND WATER FALL		*		
		12/12/19 5929377	201911 320-57200-43000		*	128.00	
			3935-2 EAG LAND STR LITES	CLAY ELECTRIC COOPERATIVE, INC.			1,592.80 002917
12/19/19 00045		12/15/19 121519	201912 320-57200-34500		*	✓ 150.00	
			SECURITY 12/1-12/15	CLAY COUNTY SHERIFF'S OFFICE			150.00 002918
12/19/19 00060		12/05/19 306033	201912 310-51300-48000		*	145.80	
			NOTICE OF RULEMAKING	CLAY TODAY NEWSPAPER			145.80 002919
12/19/19 00050		12/15/19 121519	201912 320-57200-34500		*	✓ 300.00	
			SECURITY 12/1-12/15	JEFFREY DEESE			300.00 002920
12/19/19 00142		12/15/19 121519	201912 320-57200-34500		*	✓ 300.00	
			SECURITY SVC - 12/1-12/15	RUDOLPH VALENTINO JACKSON, JR			300.00 002921

SVIL SOUTH VILLAGE PPWERS

SVIL SOUTH VILLAGE PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/06/20	00109	7/23/19 60381	201910 320-57200-46000		*	1,099.50	
		12/24/19 64113	201912 320-57200-46000		*	445.00	
			REPAIR BROKEN PIPE	BOB'S BACKFLOW & PLUMBING SERVICES			1,544.50 002924
1/06/20	00045	12/31/19 123119	201912 320-57200-34500		*	200.00	
			SECURITY 12/16-12/31	CLAY COUNTY SHERIFF'S OFFICE			200.00 002925
1/06/20	00050	12/31/19 123119	201912 320-57200-34500		*	150.00	
			SECURITY 12/16-12/31	JEFFREY DEESE			150.00 002926
1/06/20	00127	12/20/19 13	201912 310-51300-49000		*	250.00	
			SERIES 2016 2.1.20 CALL	DISCLOSURE SERVICES, LLC			250.00 002927
1/06/20	00003	12/17/19 68709882	201912 310-51300-42000		*	34.22	
			DELIVERIES THRU 12/17				
		12/24/19 68777024	201912 310-51300-42000		*	76.20	
			DELIVERIES THRU 12/24	FEDEX			110.42 002928
1/06/20	00098	12/20/19 5906	201912 310-51300-31100		*	625.00	
			DEC 19 - ENGINEERING SVCS				
		12/20/19 5908	201912 310-51300-31100		*	750.00	
			DEC 19 - ENGINEERING SVCS	HADDEN ENGINEERING, INC.			1,375.00 002929
1/06/20	00140	12/31/19 123119	201912 320-57200-34500		*	300.00	
			SECURITY 12/16-12/31	JEFFREY R HOLMES			300.00 002930
1/06/20	00142	12/31/19 123119	201912 320-57200-34500		*	300.00	
			SECURITY 12/16-12/31	RUDOLPH VALENTINO JACKSON, JR			300.00 002931
1/06/20	00063	1/01/20 477871	202001 320-57200-46800		*	2,210.00	
			JAN 20 - WATER MGMT SVC	THE LAKE DOCTORS, INC.			2,210.00 002932
1/06/20	00121	12/31/19 123119	201912 320-57200-34500		*	450.00	
			SECURITY 12/16-12/31	RYAN LUNSFORD			450.00 002933
				SVIL SOUTH VILLAGE PPOWERS			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/06/20	00029	1/03/20 16	202001 320-57200-46300 FY20 INTERLOCAL AGREEMENT	MIDDLE VILLAGE CDD	*	28,466.06	28,466.06 002934
1/06/20	00154	1/06/20	ELLP DIR 202001 300-20700-10100 SERIES 2016 A1 DIR ASSESS	SOUTH VILLAGE CDD	*	12,437.01	12,437.01 002935
1/06/20	00155	1/06/19	DIR ASSE 202001 300-20700-10100 SERIES 2019 DIR ASSESS	SOUTH VILLAGE CDD	*	58,691.98	58,691.98 002936
1/06/20	00153	1/06/20	TAX RECE 202001 300-20700-10300 TRANSFER TAX RECEIPTS	SOUTH VILLAGE CDD - GOLF FUND	*	10,003.06	10,003.06 002937
1/06/20	00247	1/06/20	TAX REC 202001 300-20700-10400 TRANSFER TAX RECEIPTS	SOUTH VILLAGE CDD - CAPITAL FUND ✓	*	7,803.21	7,803.21 002938
1/06/20	00076	12/16/19	12365 201912 320-57200-46100 CHRISTMAS HANGING BASKETS		*	850.00	
		12/30/19	12414 201912 320-57200-46200 DEC 19 - LANDSCAPE MAINT	TREE AMIGOS OUTDOOR SERVICES	*	12,959.81	13,809.81 002939
1/06/20	00036	12/12/19	5794 201912 320-57200-46100 REMOVE DEAD PINE TREES	TREE TECH TREE SERVICE, INC.	*	600.00	600.00 002940
1/28/20	00038	1/28/20	01282020 201912 320-57200-43100 DEC 19 - WATER & SEWER	CLAY COUNTY UTILTITY AUTHORITY	*	3,883.22	3,883.22 002941
1/28/20	00031	1/15/19	5875489 201912 320-57200-43000 3935-1 EAGLE LAND FALL		*	1,535.00	
		1/09/20	6474431 201912 320-57200-43000 4045-2 EAGLE CROSSING DR		*	59.00	
		1/15/20	5929377 201912 320-57200-43000 3935-2 EAGLE LAND STR LIT	CLAY ELECTRIC COOPERATIVE, INC.	*	144.00	1,738.00 002942
1/28/20	00045	1/03/20	01032020 201912 320-57200-34500 SECURITY SCHEDULING FEE	CLAY COUNTY SHERIFF'S OFFICE	*	125.00 ✓	125.00 002943

SVIL SOUTH VILLAGE PPWERS

SVIL SOUTH VILLAGE PPOWERS

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/24/20 PAGE 4  
 \*\*\* CHECK DATES 01/01/2020 - 01/31/2020 \*\*\* SOUTH VILLAGE CDD - GENERAL  
 BANK A SOUTH VILLAGE CDD

SVIL SOUTH VILLAGE PPOWERS

## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Nov-19
00213095	3924-1 Eagle Landing Pkwy	\$	357.37
00213119	3988-1 Eagle Landing Parkway	\$	127.92
00215602	3968-1 Eagle Landing Parkway	\$	184.11
00220803	3973 Eagle Landing Parkway	\$	107.38
00222067	3989 Eagle Landing Parkway	\$	868.30
00229064	3979-2 Eagle Landing Parkway	\$	3,550.40
00230632	3965-1 Eagle Landing Parkway	\$	58.30
00230638	3965-2 Eagle Landing Parkway	\$	117.57
00230640	3965-3 Eagle Landing Parkway	\$	66.18
00230641	3975 Eagle Landing Parkway	\$	194.14
00230642	3979 Eagle Landing Parkway	\$	213.22
00235500	4108-1 Eagle Landing Parkway Irr	\$	63.45
00233750	1433-1 Eagle Landing Parkway	\$	77.55
00502768	2180 Club Lake Drive Reclaimed Irr	\$	20.05
00556739	1294 Autumn Pines Drive	\$	28.93
	Vendor #38	\$	6,034.87
	001.320.57200.43100		

## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Nov-19
00213095	3924-1 Eagle Landing Pkwy	\$	357.37
00213119	3988-1 Eagle Landing Parkway	\$	127.92
00215602	3968-1 Eagle Landing Parkway	\$	184.11
00220803	3973 Eagle Landing Parkway	\$	107.38
00222067	3989 Eagle Landing Parkway	\$	868.30
00229064	3979-2 Eagle Landing Parkway	\$	3,550.40
00230632	3965-1 Eagle Landing Parkway	\$	58.30
00230638	3965-2 Eagle Landing Parkway	\$	117.57
00230640	3965-3 Eagle Landing Parkway	\$	66.18
00230641	3975 Eagle Landing Parkway	\$	194.14
00230642	3979 Eagle Landing Parkway	\$	213.22
00235500	4108-1 Eagle Landing Parkway Irr	\$	63.45
00233750	1433-1 Eagle Landing Parkway	\$	77.55
00502768	2180 Club Lake Drive Reclaimed Irr	\$	20.05
00556739	1294 Autumn Pines Drive	\$	28.93
	Vendor #38	\$	6,034.87
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-372-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 12/06/2019

Customer #: 00230638  
Route #: MC05530015

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	12/04/19	30	469	512	43

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	43.0	x	1.47		\$63.21
Proration Factor: 1.0000	Tier 2	0.0	x	3.04		\$0.00
	Tier 3	0.0	x	3.94		\$0.00
	Tier 4	0.0	x	5.06		\$0.00

Alternative Water Supply Surcharge \$1.06

### 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	\$0.00
Current Charges	\$117.57
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$117.57</b>

Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

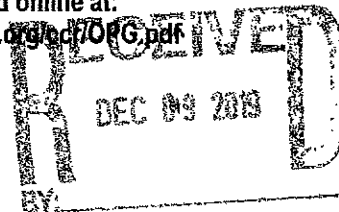
Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$117.57 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$165.61 was posted to your account on 11/19/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/UCMR4.pdf](http://www.clayutility.org/UCMR4.pdf)



Please return this portion with payment



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

6251 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$117.57
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$117.57

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



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

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 12/06/2019

Customer #: 00230640  
Route #: MC05530016

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	12/04/19	30	11964	11970	6

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	6.0	x	1.97		\$11.82
Proration Factor: 1.0000	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

Alternative Water Supply Surcharge \$1.06

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.39		\$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	\$0.00
Current Charges	\$66.18
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$66.18</b>

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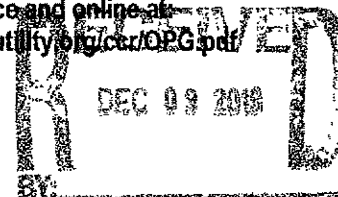
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Please pay \$66.18 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$208.02 was posted to your account on 11/19/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at [www.clayutility.org/cmr/OCG.pdf](http://www.clayutility.org/cmr/OCG.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

6252 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$66.18
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$66.18

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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
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: 12/06/2019

Customer #: 00229064  
Route #: MC05530018

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	12/04/19	30	70159	70943	784

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	50.0	x	1.47		\$73.50
Proration Factor: 1.0000	Tier 2	75.0	x	3.04		\$228.00
	Tier 3	125.0	x	3.94		\$492.50
	Tier 4	534.0	x	5.06		\$2,702.04

Alternative Water Supply Surcharge \$1.06

### 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	\$0.00
Current Charges	\$3,550.40
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$3,550.40</b>

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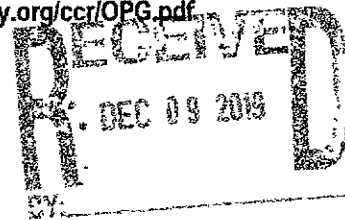
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Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$3550.40 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$4293.23 was posted to your account on 11/19/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



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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

6249 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$3,550.40
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$3,550.40

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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00230632  
 Route #: MC05530013

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
74320712	1.5	12/04/19	30	12	14	2

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	2.0	x	1.97		\$3.94
Proration Factor: 1.0000	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

Alternative Water Supply Surcharge \$1.06

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.39		\$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	\$0.00
Current Charges	\$58.30
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$58.30</b>

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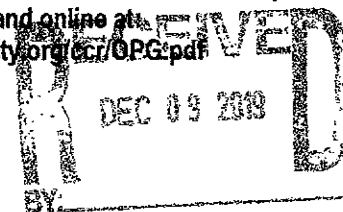
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Please pay \$58.30 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

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Consumer Confidence and UCMR4 Reports are available at our office and online at [www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



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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

6250 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$58.30
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$58.30

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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00213095  
 Route #: MC05530000

### Water

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

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$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	

### Raise

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

Base Charges (Prepaid)					\$80.52
Consumption Charges	Tier 1	75.0	x	0.79	\$59.25
Proration Factor: 1.0000	Tier 2	25.0	x	1.56	\$39.00
	Tier 3	76.0	x	2.35	\$178.60

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$357.37
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$357.37</b>

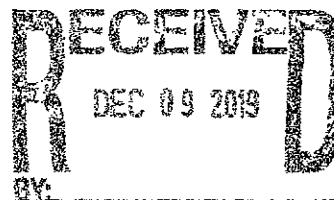
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Please pay \$357.37 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$613.95 was posted to your account on 11/19/2019.



Please return this portion with payment



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

### ADDRESSEE:

6392 1 MB 0.425 19-19

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

Bill Date	12/06/19
Current Charges	\$357.37
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$357.37



3176 Old Jennings Road, Middleburg, Florida 32068

Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00213119  
Route #: MC05530624

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 12/06/19 to 01/08/20 \$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	12/04/19	30	10794	10854	60
Base Charges (Prepaid) \$80.52						
Consumption Charges Tier 1 60.0 x 0.79 \$47.40						
Proration Factor: 1.0000 Tier 2 0.0 x 1.56 \$0.00						
Tier 3 0.0 x 2.35 \$0.00						

#### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$127.92						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
TOTAL AMOUNT DUE \$127.92						

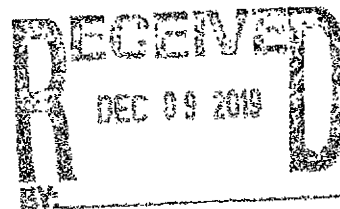
Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$127.92 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$140.56 was posted to your account on 11/19/2019.



Please return this portion with payment



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

6393 1 MB 0.425 19-19

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



#### MAIL PAYMENT TO

Bill Date 12/06/19  
Current Charges \$127.92  
Current Charges Past Due After 12/27/19  
Lend A Helping Hand (If Applicable) \$0.00  
Previous Balance \$0.00  
Total Amount Due \$127.92

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



3176 Old Jennings Road, Middleburg, Florida 32068

Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)

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: 12/06/2019

Customer #: 00215602  
Route #: MC05530632

### Water

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

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$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	

### Retire

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
48011409	2	12/04/19	30	954	1024	70
Base Charges (Prepaid)						\$128.81
Consumption Charges	Tier 1	70.0	x	0.79	\$55.30	
Proration Factor: 1.0000	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$184.11
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$184.11</b>

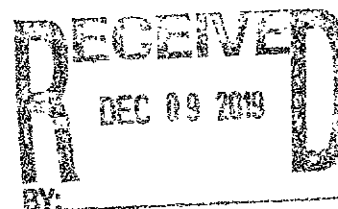
Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$184.11 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$195.17 was posted to your account on 11/19/2019.



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

6394 1 MB 0.425 19-19

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$184.11
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$184.11

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

3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.dayutility.org](http://www.dayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3989 Eagle Landing Parkway

Bill Date: 12/06/2019

Customer #: 00222067  
Route #: MC05530012

**中国**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage	
71814243	1.5	12/04/19	30	8640	8749	109	
Base Charges (Prepaid)			12/06/19 to 01/08/20			\$53.30	
Consumption Charges			Tier 1	109.0	x	1.97	\$214.73
Proration Factor: 1.0000			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

Alternative Water Supply Surcharge	\$1.06
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666

Base Charges (Prepaid)				\$120.70
Consumption Charges	109.0	x	4.39	\$478.51

## Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges				0.0	x	0.00
Proration Factor: 0.0000				Tier 2	0.0	x
				Tier 3	0.0	x

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$868.30
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$868.30</b>

**Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.**

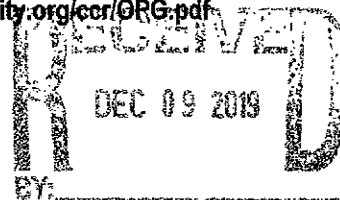
**Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.**

**Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.**

**Please pay \$868.30 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$919.18 was posted to your account on 11/19/2019.

**Consumer Confidence and UCMR4 Reports are available  
at our office and online at:  
[www.clayutility.org/ccr/CRG.pdf](http://www.clayutility.org/ccr/CRG.pdf)**



***Please return this portion with payment***



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

**SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT**  
3989 Eagle Landing Parkway

Customer #:00222067  
Route #:MC05530012  
Route Group:26

[illegible]

6248 1 MB 0.425 20-18



## MAR: PAYMENT TO

Bill Date	12/06/19
Current Charges	\$868.30
<b>Current Charges Past Due After</b>	<b>12/27/19</b>
Lend A Helping Hand (If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$868.30

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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 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: 12/06/2019

Customer #: 00220803  
 Route #: MC05530008

### Water

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

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$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
68417690	1.5	12/04/19	30	5252	5286	34
Base Charges (Prepaid)						\$80.52
Consumption Charges	Tier 1	34.0	x	0.79	\$26.86	
Proration Factor: 1.0000	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$107.38
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$107.38</b>

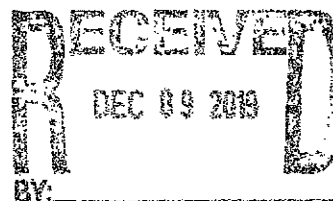
Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$107.38 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$126.34 was posted to your account on 11/19/2019.



Please return this portion with payment



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

6247 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$107.38
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$107.38

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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5959

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

Bill Date: 12/06/2019

Customer #: 00233750  
 Route #: MC05530373

#### Water

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

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$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
70067265	.75	12/04/19	30	448	488	40
Base Charges (Prepaid)						\$24.19
Consumption Charges	Tier 1	22.0	x	0.79	\$17.38	
Proration Factor: 1.0000	Tier 2	8.0	x	1.56	\$12.48	
	Tier 3	10.0	x	2.35	\$23.50	

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$77.55
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$77.55</b>

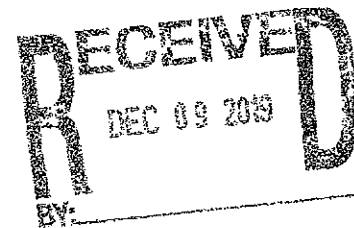
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Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$77.55 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$78.19 was posted to your account on 11/19/2019.



Please return this portion with payment



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

6255 1 MB 0.425 20-18



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



#### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$77.55
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$77.55



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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00235500  
 Route #: MC05531950

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 12/06/19 to 01/08/20 \$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
58743726	.75	12/04/19	30	730	764	34
Base Charges (Prepaid) \$24.19						
Consumption Charges Tier 1 22.0 x 0.79 \$17.38						
Proration Factor: 1.0000 Tier 2 8.0 x 1.56 \$12.48						
Tier 3 4.0 x 2.35 \$9.40						

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$63.45
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$63.45</b>

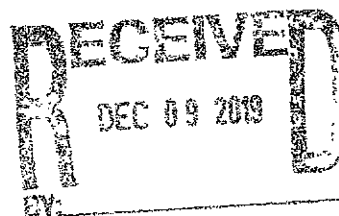
Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$63.45 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$141.64 was posted to your account on 11/19/2019.



Please return this portion with payment



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

6256 1 MB 0.425 20-18

  
 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

Bill Date	12/06/19
Current Charges	\$63.45
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$63.45



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00230641  
 Route #: MC05530017

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	12/04/19	30	1518	1521	3

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	3.0	x	1.97	\$5.91	
Proration Factor: 1.0000	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	

Alternative Water Supply Surcharge \$1.06

### Service

Base Charges (Prepaid)						\$120.70
Consumption Charges		3.0	x	4.39	\$13.17	

### 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	\$0.00
Current Charges	\$194.14
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$194.14</b>

Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

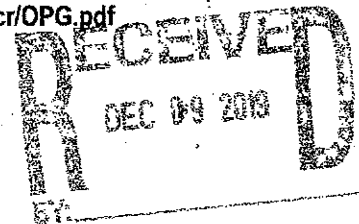
Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$194.14 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$257.74 was posted to your account on 11/19/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://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  
 3975 Eagle Landing Parkway Residents Club

Customer #:00230641  
 Route #:MC05530017  
 Route Group:26

### ADDRESSEE

6253 1 MB 0.425 20-18

  
 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

Bill Date	12/06/19
Current Charges	\$194.14
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$194.14



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 12/06/2019

Customer #: 00230642  
 Route #: MC05530019

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	12/04/19	30	629	635	6

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$53.30
Consumption Charges	Tier 1	6.0	x	1.97		\$11.82
Proration Factor: 1.0000	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

Alternative Water Supply Surcharge \$1.06

### Sanitary

Base Charges (Prepaid)						\$120.70
Consumption Charges		6.0	x	4.39		\$26.34

### 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	\$0.00
Current Charges	\$213.22
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$213.22</b>

Please join us in our effort to provide children in Clay County with a wonderful holiday season. We have partnered with Kids First of Florida and will be collecting toys and gift cards.

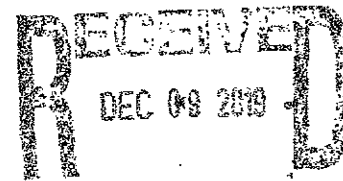
Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflora.org>. Thank you for your generous support.

Please pay \$213.22 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$200.50 was posted to your account on 11/19/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/OPG.pdf](http://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  
 3979 Eagle Landing Parkway Athletic Club

Customer #:00230642  
 Route #:MC05530019  
 Route Group:26

### ADDRESSEE

6254 1 MB 0.425 20-18

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



### MAIL PAYMENT TO

Bill Date	12/06/19
Current Charges	\$213.22
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$213.22

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



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

Customer Name: SOUTH VILLAGE CDD  
Service Address: 1294 Autumn Pines Drive

Bill Date: 12/06/2019

Customer #: 00556739  
Route #: KS05553657

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 12/06/19 to 01/08/20 \$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	12/05/19	31	386	392	6
Base Charges (Prepaid) \$24.19						
Consumption Charges Tier 1 6.0 x 0.79 \$4.74						
Proration Factor: 1.0333 Tier 2 0.0 x 1.56 \$0.00						
Tier 3 0.0 x 2.35 \$0.00						

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$28.93						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
<b>TOTAL AMOUNT DUE \$28.93</b>						

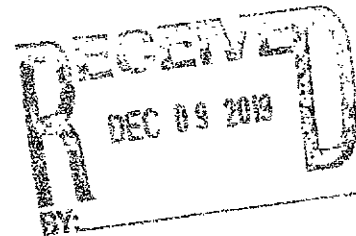
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Kids First of Florida works with families whose children are at risk or victims of neglect or abuse. There are currently over 500 kids in Clay County in need of our help.

Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$28.93 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$32.09 was posted to your account on 11/19/2019.



Please return this portion with payment



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

SOUTH VILLAGE CDD  
1294 Autumn Pines Drive

Customer #:00556739  
Route #:KS05553657  
Route Group:27

### ADDRESSEE

6264 1 MB 0.425 20-18  
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

Bill Date	12/06/19
Current Charges	\$28.93
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$28.93



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

Customer Name: SOUTH VILLAGE CDD

Bill Date: 12/06/2019

Customer #: 00502768

Service Address: 2180 Club Lake Drive Reclaimed Irrigation

Route #: MC05531542

### Water

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

Base Charges (Prepaid)	12/06/19 to 01/08/20					\$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)						\$16.10
Consumption Charges	Tier 1	5.0	x	0.79	\$3.95	
Proration Factor: 1.0333	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$20.05
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$20.05</b>

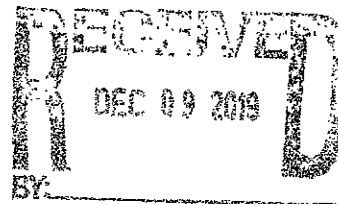
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Make your donation at 3176 Old Jennings Road, Middleburg, Florida. To learn more about Kids First of Florida visit <http://kidsfirstofflorida.org>. Thank you for your generous support.

Please pay \$20.05 by 12/27/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$25.58 was posted to your account on 11/19/2019.



Please return this portion with payment

### Bill Summary

Bill Date	12/06/19
Current Charges	\$20.05
Current Charges Past Due After	12/27/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$20.05



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

6262 1 MB 0.425 20-18



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

**Eagle Landing  
SECURITY INVOICE NOVEMBER 1-15, 2019**

11/18/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	11/05/19	1845	2245	4.00	\$30.00	\$120.00		
Eagle Landing	11/13/19	1740	2240	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$270.00
Eagle Landing	11/04/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	11/15/19	1700	2200	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$300.00
Eagle Landing	11/08/19	1200	1700	5.00	\$30.00	\$150.00		
Eagle Landing	11/11/19	1200	1700	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$300.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				29.00	\$5.00		Clay County Sheriff's Office	\$145.00

Invoice total	\$1,015.00
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Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

11/18/19 8:55 AM

**Eagle Landing**  
**SECURITY INVOICE NOVEMBER 16-30, 2019**

12/02/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	11/19/19	1800	2300	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
Eagle Landing	11/22/19	1700	2200	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$150.00
Eagle Landing	11/20/19	1200	1700	5.00	\$30.00	\$150.00		
Eagle Landing	11/24/19	1230	1730	5.00	\$30.00	\$150.00		
Eagle Landing	11/26/19	1630	2130	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$450.00
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				25.00	\$5.00		Clay County Sheriff's Office	\$125.00

Invoice total	\$1,000.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

**Eagle Landing  
SECURITY INVOICE DECEMBER 1-15, 2019**

11/18/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	12/09/19	1745	2245	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00
Eagle Landing	12/02/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/06/19	1700	2200	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$300.00
Eagle Landing	12/04/19	1200	1700	5.00	\$30.00	\$150.00		
Eagle Landing	12/10/19	1330	1830	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$300.00
Eagle Landing	11/12/19	2030	0130	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$150.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				30.00	\$5.00		Clay County Sheriff's Office	\$150.00

Invoice total \$1,050.00

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

**Eagle Landing**  
**SECURITY INVOICE DECEMBER 16-31**

01/03/20

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	12/25/19	1700	2200	5.00	\$30.00	\$150.00	JEFFERY DEESE	\$150.00
Eagle Landing	12/16/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	12/30/19	1700	2200	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$300.00
Eagle Landing	12/17/19	1730	2230	5.00	\$30.00	\$150.00		
Eagle Landing	12/30/19	1645	2145	5.00	\$30.00	\$150.00	JEFFERY HOLMES	\$300.00
Eagle Landing	12/18/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/27/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	12/28/19	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$450.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				40.00	\$5.00		Clay County Sheriff's Office	\$200.00

Invoice total	\$1,400.00
---------------	------------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Angel Albritton

**Eagle Landing  
SECURITY INVOICE DEC 30-JAN-15 2020**

01/16/20

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	01/06/20	1945	2245	4.00	\$30.00	\$120.00		
Eagle Landing	01/07/20	1720	2220	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$270.00
Eagle Landing	01/03/20	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	08/26/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	01/14/20	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	01/15/20	1700	2200	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$600.00
Eagle Landing	12/30/19	1700	2200	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$150.00
Eagle Landing	12/31/19	1645	2145	5.00	\$30.00	\$150.00		
Eagle Landing	01/09/20	1615	2115	5.00	\$30.00	\$150.00	JEFFREY HOLMES	\$300.00
Clay County Sheriff's Office scheduling fee								\$0.00
Clay County Sheriff's Office agency fee							Clay County Sheriff's Office	\$0.00

320572-345

Invoice total \$1,320.00

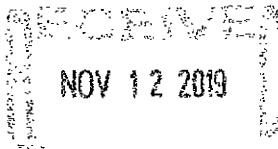
Make all checks payable to Deputy name and mail to the Sheriff's Office C/O ANGEL ALBRITTON

1/15/20 4:52 PM

# The Florida Times-Union jacksonville.com

Questions on this invoice call:  
(866) 470-7133 Option 2

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
09/29		Balance Forward						\$2,543.48	
PREVIOUS AMOUNT OWED:					\$2,543.48				
NEW CHARGES THIS PERIOD:					\$0.00				
CASH THIS PERIOD:					\$0.00				
DEBIT ADJUSTMENTS THIS PERIOD:					\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:					\$0.00				
We appreciate your business.									



## INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

SBI™

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$0.00		\$0.00	\$0.00	\$2,543.48	\$0.00		\$2,543.48 ✓	
SALES REP/PHONE #		26	ADVERTISER INFORMATION						
Sharon zzz Walker 904-359-4170		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			09/30/2019 - 11/03/2019		25989		25989		SOUTH VILLAGE CDD

MAKE CHECKS PAYABLE TO

The Florida Times Union Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

Payment is due upon receipt.

The Florida Times Union

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

## The Florida Times-Union jacksonville.com

The Florida Times Union 1261  
PO Box 121261  
Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		09/30/2019 - 11/03/2019				SOUTH VILLAGE CDD													
COMPANY		23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT									
JV 5				\$2,543.48		\$0.00				NET 15 DAYS									
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$0.00				\$0.00		\$0.00		\$2,543.48									
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						11/03/2019				25989				25989					

8 BILLING ACCOUNT NAME AND ADDRESS

5 REMITTANCE ADDRESS



8 - 2533

SOUTH VILLAGE CDD  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649



The Florida Times Union  
Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 249**Invoice Date:** 12/1/19**Due Date:** 12/1/19**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 - December 2019		4,083.33	4,083.33
Information Technology - December 2019		83.33	83.33
Dissemination Agent Services - December 2019		708.33	708.33
Office Supplies		2.50	2.50
Postage		24.76	24.76
Copies		143.25	143.25
Telephone		33.17	33.17
<b>Total</b>			<b>\$5,078.67</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$5,078.67</b>

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

November 27, 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 111454  
Billed through 10/31/2019

### General Counsel

SVCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

10/01/19	KSB	Prepare correspondence to Ra. Smith.	0.30 hrs
10/07/19	KEM	Review special district fee invoice and update form.	0.10 hrs
10/17/19	KSB	Review status of Department of Revenue Warrant; confer with Hahn; confer with Aleman.	0.50 hrs
10/25/19	KSB	Review status of construction of neighborhood entrance sign.	0.40 hrs
10/28/19	KSB	Prepare rules of procedure and related documents.	0.40 hrs
10/28/19	KEM	Prepare rules of procedure, notice of rule development, notice of rule making, resolution setting hearing on rules and resolution adopting rules.	0.50 hrs
10/29/19	KSB	Prepare for and attend agenda call; confer with Payton; finalize conveyance documents.	1.20 hrs
10/29/19	KEM	Research status of direct collect agreements and construction agreement and exhibits.	0.30 hrs
10/30/19	KSB	Finalize conveyance; confer with Vincent regarding Phase 5 signage.	0.70 hrs
10/30/19	JEM	Review issues regarding conveyance of portion of Tract H to Sweats; review title commitment.	0.40 hrs
10/31/19	KSB	Prepare correspondence to Ra. Smith.	0.40 hrs

Total fees for this matter \$1,321.00

### DISBURSEMENTS

Travel	171.83
Travel - Meals	7.12

Total disbursements for this matter \$178.95

### MATTER SUMMARY

Merritt, Jason E.	0.40 hrs	340 /hr	\$136.00
Ibarra, Katherine E. - Paralegal	0.90 hrs	125 /hr	\$112.50
Buchanan, Katie S.	3.90 hrs	275 /hr	\$1,072.50

TOTAL FEES	\$1,321.00
TOTAL DISBURSEMENTS	\$178.95

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,499.95</b>
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**BILLING SUMMARY**

Merritt, Jason E.	0.40 hrs	340 /hr	\$136.00
Ibarra, Katherine E. - Paralegal	0.90 hrs	125 /hr	\$112.50
Buchanan, Katie S.	3.90 hrs	275 /hr	\$1,072.50

TOTAL FEES	\$1,321.00
TOTAL DISBURSEMENTS	\$178.95

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,499.95</b>
------------------------------------	-------------------

**Please include the bill number on your check.**



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 12/12/2019

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			152191563	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	11/06/2019	12/10/2019	01/13/20	61901	73662 Dec 2018	11761 13386	34 34	346 394

Previous Statement Balance

1,216.00

12/06/2019 Payment Received - Thank You

1,216.00CR

Previous Balance

\$ 0.00

Current Charges Billed 12/12/2019

12/02/2019 Late Fee

60.80

Energy

956.17

Access Charge

23.00

Power Cost Adjustment .01740 X 11761

204.64

FLA Gross Receipts Tax

30.34

Florida State Sales Tax

84.38

Clay Co Public Ser Utility Tax

33.67

Clay County Sales Tax

12.14

Operation Round Up

0.66

Current Charges Due on 12/26/2019

\$ 1,405.80

Total Amount Due

\$ 1,405.80

Non-Taxable Fuel Amount @ .02908/KWH -\$342.01

Government Taxes/Fees are not imposed by Clay Electric

\$ 160.53

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

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

6913

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	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



78594-12A\*29\*6913\*\*\*\*\*SINGLE-PIECE

EAGLE LANDING LIMITED PARTNSP

5385 N NOB HILL RD CDD OFFICES

SUNRISE FL 33351

Current Charges

\$ 1,405.80

Due Date 12/26/2019

Total Amount Due

\$ 1,405.80

05875489

0001405802

00015095



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 12/12/2019

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			152191565	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	11/06/2019	12/10/2019	01/13/20	2599	3460	861	34	25
					Dec 2018	865	34	25

Previous Statement Balance

83.00

12/06/2019 Payment Received - Thank You

83.00CR

Previous Balance

\$ 0.00

Current Charges Billed 12/12/2019

12/02/2019 Late Fee

5.00

Energy

70.00

Access Charge

23.00

Power Cost Adjustment .01740 X 861 KWH

14.98

FLA Gross Receipts Tax

2.77

Florida State Sales Tax

7.70

Clay Co Public Ser Utility Tax

3.32

Clay County Sales Tax

1.11

Operation Round Up

0.12

Current Charges Due on 12/26/2019

\$ 128.00

Total Amount Due

\$ 128.00

Non-Taxable Fuel Amount @ .02908/KWH -\$25.04

Government Taxes/Fees are not imposed by Clay Electric

\$ 14.90

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

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

6913

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	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



78594-12A\*29\*6913\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges

\$ 128.00

Due Date 12/26/2019

Total Amount Due

\$ 128.00

05929377 0000128009

00015097



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 12/06/2019

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			152043187	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	10/30/2019	12/04/2019	01/07/20	1475	1765 Dec 2018	290 258	35 34	8 8

Previous Statement Balance

55.00

11/19/2019 Payment Received - Thank You

55.00CR

Previous Balance

\$ 0.00

Current Charges Billed 12/06/2019

Energy

23.58

Access Charge

23.00

Power Cost Adjustment .01740 X 290 KWH

5.05

FLA Gross Receipts Tax

1.32

Florida State Sales Tax

3.68

Clay Co Public Ser Utility Tax

1.73

Clay County Sales Tax

0.53

Operation Round Up

0.11

Current Charges Due on 12/20/2019

\$ 59.00

Total Amount Due

\$ 59.00

Non-Taxable Fuel Amount @ .02908/KWH -\$8.43

Government Taxes/Fees are not imposed by Clay Electric

\$ 7.26

Your co-op's board of trustees, management and employees wish you the very best this holiday season. The co-op's offices will be closed Dec. 24-25 and Jan. 1. Please report outages to (888) 434-9844 or at ClayElectric.com.

31

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

6846

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	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



78594-9A\*29\*6846\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges

\$ 59.00

Due Date 12/20/2019

Total Amount Due

\$ 59.00

06474431

0000059006

00015681

**CLAY  
TODAY**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

**Recorder**

1102 A1A North, Unit 198 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

**SOUTH VILLAGE CDD C/O GMS LLC**  
475 W TOWN PL #114  
ST AUGUSTINE, FL 32092

Cust#: 503305  
Ad#: 306033  
Phone#: 904-940-5850  
Date: 11/11/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 10.80

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	12/05/2019	12/05/2019	1	145.80	145.80

### Payment Information:

Date:	Order#	Type
11/11/2019	306033	BILLED ACCOUNT

Total Amount: 145.80

Tax: 0.00

Amount Due: 145.80

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

60  
DEC 09 2019

PUBLISHER AFFIDAVIT  
CLAY TODAY  
Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
being a

NOTICE OF RULE MAKING

in the matter of

RULES OF PROCEDURES

LEGAL: 45219 ORDER: 306033

was published in said newspaper in the issues:

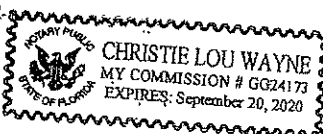
12/05/2019

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.



Sworn to me and subscribed before me 12/05/2019

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

NOTICE OF  
RULEMAKING  
REGARDING THE RULES OF  
PROCEDURE OF THE SOUTH  
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT

about:blank

A public hearing will be conducted  
by the Board of Supervisors of the  
South Village Community  
Development District ("District") on  
Tuesday, January 7, 2020 at 6:30 p.m.  
at Eagle Landing Residents Club,  
3975 Eagle Landing Parkway, Orange  
Park, Florida 32065.

In accord with Chapters 120 and 190,  
Florida Statutes, the District hereby  
gives the public notice of its intent to  
adopt its proposed Rules of  
Procedure. The purpose and effect of  
the proposed Rules of Procedure is  
to provide for efficient and effective  
District operations and to ensure  
compliance with recent changes to  
Florida law. Prior notice of rule  
development was published in the  
Clay Today on November 28, 2019.

The Rules of Procedure may address  
such areas as the Board of  
Supervisors, officers and voting,  
district offices, public information  
and inspection of records, policies,  
public meetings, hearings and  
workshops, rulemaking proceedings  
and competitive purchase including  
procedure under the Consultants  
Competitive Negotiation Act,  
procedure regarding auditor  
selection, purchase of insurance,  
pre-qualification, construction  
contracts, goods, supplies and  
materials, maintenance services,  
contractual services and protests  
with respect to proceedings, as well  
as any other area of the general  
operation of the District.

Specific legal authority for the  
adoption of the proposed Rules of  
Procedure includes Sections  
190.011(5), 190.011(15) and 190.035,  
Florida Statutes (2019). The specific  
laws implemented in the Rules of  
Procedure include, but are not  
limited to, Sections 112.06, 112.3143,  
112.31446, 112.3145, 119.07, 119.0701,  
189.053, 189.069(2)(a)16, 190.006,  
190.007, 190.008, 190.011(3),  
190.011(5), 190.011(15), 190.033,  
190.035, 218.33, 218.391, 255.05,  
255.0518, 255.0523, 255.20, 286.0105,  
286.011, 286.0113, 286.0114, 287.017,  
287.055 and 287.084, Florida Statutes  
(2019).

A copy of the proposed Rules of  
Procedure may be obtained by  
contacting the District Manager at  
475 West Town Place, Suite 114, St.  
Augustine, Florida 32092. (904)  
940-5850 ("District Manager's Office").  
Any person who wishes to provide  
the District with a proposal for a  
lower cost regulatory alternative as  
provided by Section 120.541(1),  
Florida Statutes, must do so in  
writing within twentyone (21) days  
after publication of this notice to the  
District Manager's Office.

This public hearing may be  
continued to a date, time, and place  
to be specified on the record at the  
hearing without additional notice. If  
anyone chooses to appeal any  
decision of the Board with respect to  
any matter considered at a public  
hearing, such person will need a  
record of the proceedings and should  
accordingly ensure that a verbatim  
record of the proceedings is made  
which includes the testimony and  
evidence upon which such appeal is  
to be based. At the hearing, staff or  
Supervisors may participate in the  
public hearing by speaker telephone.  
Pursuant to the provisions of the  
Americans with Disabilities Act, any  
person requiring special  
accommodations at this meeting  
because of a disability or physical  
impairment should contact the  
District Manager's Office at least

forty-eight (48) hours prior to the  
meeting. If you are hearing or speech  
impaired, please contact the Florida  
Relay Service at 1-800-955-8771 or  
1800-955-8770 for aid in contacting  
the District Manager's Office.

Jim Oliver, District Manager  
South Village Community  
Development District  
Legal 45219 published Dec 5, 2019 in  
Clay County's Clay Today newspaper

2:10 PM

**Bob's Backflow & Plumbing Services, Inc.**4640 Subchaser Ct, Ste 113  
Jacksonville, FL 32244

Phone # 904-268-8009 Fax # 904-292-4403

Invoice Date

7/23/2019

Invoice #

60381

**Invoice****PAST DUE****Bill To**South Village CDD  
c/o Governmental Management Services  
475 West Town Place  
Suite 114  
St Augustine, FL 32092**Job At**South Village CDD  
4045-2 Eagle Landing Pkwy  
Orange Park, FL 32065**Balance Due**

Please make checks payable to Bob's Backflow

Please detach and return top portion with payment

Bob's Backflow & Plumbing Services, Inc.  
6510 Columbia Park Dr. Ste 102  
Jacksonville FL 32258

		P.O. Number	Terms	Due Date
			Net 30	8/22/2019
Serviced	Description	Quantity	Price Each	Amount
7/16/2019	1.5" Wilkins 975XL Serial#: 2182692- Potable Labor : replaced the #1 & #2 check rubbers, RV rubber kit, clean, flush, test, certify, and reinsulate Wilkins RK114-950XLR 950/975 Double Check Kit 1.25"-2" 2 Each Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4"-2" Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider	1.5 1 1 1 1	90.00 58.00 60.00 30.00 0.00	135.00 58.00 60.00 30.00 0.00
	1.5" Wilkins 975XL Serial#: 2208900- Potable Labor : replaced the #1 & #2 check rubbers, clean, flush, test, and certify Wilkins RK114-950XLR 950/975 Double Check Kit 1.25"-2" 2 Each Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider- PASSED	1.25 1 1	90.00 58.00 0.00	112.50 58.00 0.00
	2" Wilkins 975XL Serial#: 2116320- Irrigation Labor : replaced the #1 & #2 check rubbers, RV rubber kit, clean, flush, test, certify, and reinsulated Wilkins RK114-950XLR 950/975 Double Check Kit 1.25"-2" 2 Each Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4"-2" Insulation to protect the device against future freeze damage. Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider- PASSED	1.5 1 1 1 1	90.00 58.00 60.00 30.00 0.00	135.00 58.00 60.00 30.00 0.00
	6" Ames 3000SS Serial#: 154274- Fire Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider- PASSED	1	40.00	40.00

THIS INVOICE IS PAST DUE PLEASE REMIT TODAY  
THANK YOU.**Total****Payments/Credits****Balance Due**A 1.5% interest will be assessed on  
unpaid balances after 30 days.

**Bob's Backflow & Plumbing Services, Inc.**

4640 Subchaser Ct, Ste 113  
Jacksonville, FL 32244

Phone # 904-268-8009 Fax # 904-292-4403

Invoice Date

7/23/2019

Invoice #

60381

**Invoice****PAST DUE****Bill To**

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

**Job At**

South Village CDD  
4045-2 Eagle Landing Pkwy  
Orange Park, FL 32065

**Balance Due**

\$1,099.50

Please make checks payable to Bob's Backflow

Please detach and return top portion with payment

Bob's Backflow & Plumbing Services, Inc.  
6510 Columbia Park Dr. Ste 102  
Jacksonville FL 32258

		P.O. Number	Terms	Due Date
			Net 30	8/22/2019
Serviced	Description	Quantity	Price Each	Amount
	.75" Watts 007M1 Serial#: 27207- Fire Bypass Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider- PASSED	1	40.00	40.00
	1.5" Wilkins 975XL Serial#: 1932370- Potable Labor to replace the #1 & #2 check rubbers, RV rubber kit, clean, flush, test, certify, and reinsulate	1.5	90.00	135.00
	Wilkins RK114-950XLR 950/975 Double Check Kit 1.25"-2" 2 Each	1	58.00	58.00
	Wilkins RK114-975RV 975 Relief Valve Kit 1 1/4"-2"	1	60.00	60.00
	Insulation to protect the device against future freeze damage.	1	30.00	30.00
	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider- PASSED	1	0.00	0.00
<p><i>Gen Fund</i> <i>Facility &amp; Grounds Maint</i> <i>#1,099.50</i></p> <p><i>Mark Spill</i> <i>12.26.19</i></p>				

THIS INVOICE IS PAST DUE PLEASE REMIT TODAY  
THANK YOU.

**Total** \$1,099.50

**Payments/Credits** \$0.00

**Balance Due** \$1,099.50

A 1.5% interest will be assessed on  
unpaid balances after 30 days.

Page 2

**Bob's Backflow & Plumbing Services, Inc.**4640 Subchaser Ct, Ste 113  
Jacksonville, FL 32244

Phone # 904-268-8009 Fax # 904-292-4403

Invoice Date

12/24/2019

Invoice #

64113

**Invoice**

<b>Bill To</b>
South Village CDD c/o Governmental Management Services 475 West Town Place Suite 114 St Augustine, FL 32092

<b>Job At</b>
South Village CDD 4045-2 Eagle Landing Pkwy Orange Park, FL 32065

Please make checks payable to Bob's Backflow

Please detach and return top portion with payment

Bob's Backflow & Plumbing Services, Inc.  
4640 Subchaser Ct, Ste 113  
Jacksonville, FL 32244

P.O. Number	Terms	Due Date
	Net 30	1/23/2020

Serviced	Description	Quantity	Price Each	Amount
12/21/2019	Labor 1 Man Before/After Hours: called out to repair broken piping- Upon arriving located 1" Apollo with broken risers, may have been hit. cut out broken piping, plumbed new piping, flushed, and restored water to location. All working properly upon leaving.	3	135.00	405.00
	Piping & Materials	1	40.00	40.00
<i>Gen Fund Facility &amp; Ground's Maint \$445.00 109.32.4400</i>				

Thank you for your business. Please include Invoice # on check or call office to pay  
by Credit Card

<b>Total</b>	\$445.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$445.00

A 1.5% interest will be assessed on  
unpaid balances after 30 days.

Disclosure Services LLC

1005 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
12/20/2019	13

Bill To
South Village CDD c/o GMS, LLC

Terms	Due Date
Net 30	1/19/2020

Description	Amount						
Amortization Schedule Series 2016-3 2-1-20 Prepay \$45,000	250.00						
127,31.49 <sup>0</sup>							
<table border="1" style="width: 100%;"> <tr> <td><b>Total</b></td><td>\$250.00</td></tr> <tr> <td><b>Payments/Credits</b></td><td>\$0.00</td></tr> <tr> <td><b>Balance Due</b></td><td>\$250.00</td></tr> </table>		<b>Total</b>	\$250.00	<b>Payments/Credits</b>	\$0.00	<b>Balance Due</b>	\$250.00
<b>Total</b>	\$250.00						
<b>Payments/Credits</b>	\$0.00						
<b>Balance Due</b>	\$250.00						

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

**HADDEN ENGINEERING, INC.**

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

**Invoice**

DATE	INVOICE #
12/20/2019	5908

BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
November 20 - December 19, 2019

PROJECT NO.	PROJECT
HEI-14201	SVCDD

DESCRIPTION	HOURS	RATE	AMOUNT
<b>SOUTH VILLAGE CDD ENGINEER</b>  Engineering Services  - Meetings with Property Appraiser (Larry Sage) and Randy Smith, and document preparation for Larry Sage.	6  906	125.00	750.00
<i>Invoice Due and Payable Upon Receipt</i>		<b>Total</b>	<b>\$750.00</b>

THANK YOU FOR YOUR BUSINESS!



**HADDEN ENGINEERING, INC.**

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

**Invoice**

DATE	INVOICE #
12/20/2019	5906

BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
November 20 - December 19, 2019

		PROJECT NO.	PROJECT
		HEI-14201	SVCDD
DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER Engineering Services - SVCDD Conference Call - SVCDD Meeting on 12/03/19	5 <i>qcb</i>	125.00	625.00
<i>Invoice Due and Payable Upon Receipt</i>		<b>Total</b>	<b>\$625.00</b>

THANK YOU FOR YOUR BUSINESS!





3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

Invoice #	477871
Account #	719371
Invoice Date	1/1/2020
Due Date	1/11/2020
Rep	MAS

<b>Bill To</b>
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Invoice Questions:  
Lakes@lakedoctors.com  
Payment Questions:  
Payments@lakedoctors.com

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Mgmt Serv-R	2,210.00
<b>Customer Total Balance</b> \$4,420.00		
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice</b> \$2,210.00

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](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b>
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Amount Enclosed	Invoice #	477871
	Account #	719371
	Date	1/1/2020

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto: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
____ American Express	
Card #	_____
Card Verification #	_____
Exp. Date #	_____
Print Name	_____
Billing Address:	____ Check box if same as above
Signature	_____

**Middle Village  
Community Development District**  
9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, FL 32257

**Invoice**

Bill To: South Village CDD

Invoice #: 016

Amount Due: \$ 28,466.06

Invoice Date: 1/3/20

Due Date: Upon Receipt

Amount due per Interlocal Agreement between the South Village CDD and the Middle Village CDD dated January 12, 2004. The amount due for Fiscal Year 2020 is calculated as follows:

	Annual District Expense	Allocated Percentage	Allocated Annual Amount	South Village Percentage Allocation 31.0%	Middle Village Percentage Allocation 69.0%
Landscape Maintenance	\$91,826.00	100%	\$91,826.00	\$28,466.06	\$ 63,359.94
Amount Due:				\$ 28,466.06	\$ 63,359.94

Should you have any questions, please contact Rich Whetsel @ (904) 759-8923  
or [rwhetsel@gmsnf.com](mailto:rwhetsel@gmsnf.com)

**Remit Payment:**

Middle Village Community Development District  
c/o GMS, LLC- ATTN: Rich Whetsel  
9655 Florida Mining Blvd., Building 300, Suite 305  
Jacksonville, FL 32257

29,32-463

**Middle Village CDD**  
**Interlocal Agreement with South Village**  
**Cost Share Calculation**

	Total Cost	Middle Village (69%)	South Village (31%)
Annual District Expense	\$ 86,999	\$ 60,029	\$ 26,970
Liability Insurance***	\$ 477	\$ 329	\$ 148
Deferred Maintenance and Replacements (5% of Annual Cost)	\$ 4,350	\$ 3,002	\$ 1,349
Total	\$ 91,826	\$ 63,360	\$ 28,466

**\*\*\*Liability Insurance Calculation:**

General Fund Budget	\$ 220,687
Recreation Budget	\$ 1,665,594
Total Budgets	\$ 1,886,281

Landscape Contract FY2020 \$ 428,571

Landscaping % of total budget 23%

Liability Insurance \$ 10,371  
(Amount paid per General Fund for FY20)

Allocation to Landscaping \$ 2,385

Percentage Allocated to Interlocal 20%

Annual Amount \$ 477



# Tree Amigos

Outdoor Services

## Invoice

Invoice#: 12365

Date: 12/16/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing O/S  
3989 Eagle Landing Parkway  
Orange Park FL 32065

Description	Quantity	Price	Ext Price
Christmas flowers 18 hanging baskets & 6 large podium planters	1.00	525.00	525.00
Delivery & Labor	1.00	325.00	325.00

**Notes:**

12-11-19 Completed per Doug Hill  
12-5-19 Approved by Matt Biagiatti and Doug Hill.

**Invoice Total: \$850.00**

*Landscape - Contingency*  
*\$850.00*

*76,324.61*

*[Signature]*  
*12.19.19*



## Invoice

Invoice#: 12414

Date: 12/30/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing  
2105 Harbor Lake Drive  
Fleming Island FL 32003

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Description	Quantity	Price	Ext Price
Dec Monthly Landscaping Maintenance Services	1.00	12,959.81	12,959.81

**Notes:**

THANK YOU FOR YOUR BUSINESS!

**Invoice Total: \$12,959.81**

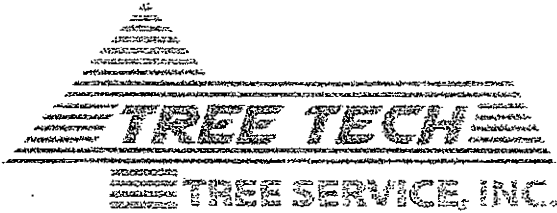
*Landscape-Contract*

*"12,959.81"*

*[Signature]*

*12-19-19*

*74.462*



**TREE TECH TREE SERVICE, INC**  
**2251 N. FORK ROAD**  
**GREEN COVE SPRINGS, FL. 32043**  
**O- 904-269-4069 F- 904-529-8914**  
**EMAIL Office@treetech-treeservice.com**

## Invoice

Eagle Landing  
 Matt Biagetti  
 3973 Eagle Landing Parkway  
 Orange Park FL 32065

12/12/2019 5794

12/12/2019 0 Days

Eagle Landing 191101-1	3973 Eagle Landing Parkway	904-637-0666	AJ Aldridge	\$600.00
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#	Item	Service Description	Completed	Tax	Qty	Price
1	Tree(s)	Tree Removal Remove (4) dead Pine trees, behind 1745 Wild Dunes, and leave debris in preserve.	12/11/2019	0.00 %	0.00	\$600.00

*Landscape-Contingency*  
*\$600.00*

*Matt Biagetti*  
*12.19.19*

36.461

Thank you,  
 AJ Aldridge

Subtotal:	\$600.00
Discount:	\$0.00
Tax:	\$0.00
<b>Total:</b>	<b>\$600.00</b>
Credit:	\$0.00
Balance:	\$600.00

Eagle Landing  
 Matt Biagetti  
 3973 Eagle Landing Parkway  
 Orange Park FL 32065

### Invoice Remit Payment

12/12/2019	5794
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## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Dec-19
00213095	3924-1 Eagle Landing Pkwy	\$	212.10
00213119	3988-1 Eagle Landing Parkway	\$	112.12
00215602	3968-1 Eagle Landing Parkway	\$	152.51
00220803	3973 Eagle Landing Parkway	\$	97.11
00222067	3989 Eagle Landing Parkway	\$	817.42
00229064	3979-2 Eagle Landing Parkway	\$	1,686.76
00230632	3965-1 Eagle Landing Parkway	\$	54.36
00230638	3965-2 Eagle Landing Parkway	\$	116.10
00230640	3965-3 Eagle Landing Parkway	\$	60.27
00230641	3975 Eagle Landing Parkway	\$	213.22
00230642	3979 Eagle Landing Parkway	\$	200.50
00235500	4108-1 Eagle Landing Parkway Irr	\$	49.24
00233750	1433-1 Eagle Landing Parkway	\$	61.74
00502768	2180 Club Lake Drive Reclaimed Irr	\$	22.42
00556739	1294 Autumn Pines Drive	\$	27.35
	Vendor #38	\$	3,883.22
	001.320.57200.43100		

## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Dec-19
00213095	3924-1 Eagle Landing Pkwy	\$	212.10
00213119	3988-1 Eagle Landing Parkway	\$	112.12
00215602	3968-1 Eagle Landing Parkway	\$	152.51
00220803	3973 Eagle Landing Parkway	\$	97.11
00222067	3989 Eagle Landing Parkway	\$	817.42
00229064	3979-2 Eagle Landing Parkway	\$	1,686.76
00230632	3965-1 Eagle Landing Parkway	\$	54.36
00230638	3965-2 Eagle Landing Parkway	\$	116.10
00230640	3965-3 Eagle Landing Parkway	\$	60.27
00230641	3975 Eagle Landing Parkway	\$	213.22
00230642	3979 Eagle Landing Parkway	\$	200.50
00235500	4108-1 Eagle Landing Parkway Irr	\$	49.24
00233750	1433-1 Eagle Landing Parkway	\$	61.74
00502768	2180 Club Lake Drive Reclaimed Irr	\$	22.42
00556739	1294 Autumn Pines Drive	\$	27.35
	Vendor #38	\$	3,883.22
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00230642  
Route #: MC05530019

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	01/06/20	33	635	639	4

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	4.0	x	1.97		\$7.88
Proration Factor: 1.1000	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 \$1.06

#### Save

Base Charges (Prepaid)						\$120.70
Consumption Charges		4.0	x	4.39		\$17.56

#### 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	\$0.00
Current Charges	\$200.50
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$200.50</b>

Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.

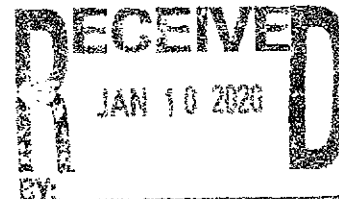
Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

Please pay \$200.50 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$213.22 was posted to your account on 12/13/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://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  
3979 Eagle Landing Parkway Athletic Club

Customer #:00230642  
Route #:MC05530019  
Route Group:26

#### ADDRESSEE

6277 1 MB 0.425 21-18


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



#### Bill Summary

Bill Date	01/08/20
Current Charges	\$200.50
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$200.50

#### MAIL PAYMENT TO

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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00230641  
Route #: MC05530017

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	01/06/20	33	1521	1527	6

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	6.0	x	1.97		\$11.82
Proration Factor: 1.1000	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 \$1.06

### Sewer

Base Charges (Prepaid)						\$120.70
Consumption Charges		6.0	x	4.39		\$26.34

### 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	\$0.00
Current Charges	\$213.22
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$213.22</b>

Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.

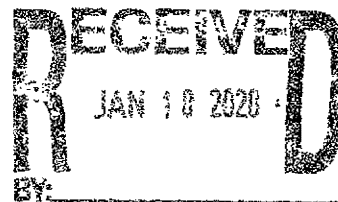
Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

Please pay \$213.22 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$194.14 was posted to your account on 12/13/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://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  
3975 Eagle Landing Parkway Residents Club


Customer #:00230641  
Route #:MC05530017  
Route Group:26

### Bill Summary

Bill Date	01/08/20
Current Charges	\$213.22
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$213.22

### ADDRESSES

6276 1 MB 0.425 21-18

  
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



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

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 01/08/2020

Customer #: 00230640  
Route #: MC05530016

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	01/06/20	33	11970	11973	3

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	3.0	x	1.97		\$5.91
Proration Factor: 1.1000	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 \$1.06

#### Water

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	x	4.39			\$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	\$0.00
Current Charges	\$60.27
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$60.27</b>

**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

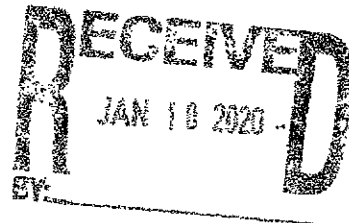
**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$60.27 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$66.18 was posted to your account on 12/13/2019.

**Consumer Confidence and UCMR4 Reports are available at our office and online at:**  
[www.clayutility.org/ccr/OPG.pdf](http://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

Bill Date	01/08/20
Current Charges	\$60.27
<b>Current Charges Past Due After</b>	<b>01/29/20</b>
Lend A Helping Hand (If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$60.27</b>

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3965-3 Eagle Landing Parkway Pool Tank

Customer #:00230640  
Route #:MC05530016  
Route Group:26

#### ADDRESSEE

6275 1 MB 0.425 21-18

**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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-273-5599

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 01/08/2020

Customer #: 00230638  
Route #: MC05530015

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	01/06/20	33	512	554	42

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	42.0	x	1.47		\$61.74
Proration Factor: 1.1000	Tier 2	0.0	x	3.04		\$0.00
	Tier 3	0.0	x	3.94		\$0.00
	Tier 4	0.0	x	5.06		\$0.00

Alternative Water Supply Surcharge \$1.06

#### Sanitary

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	\$0.00
Current Charges	\$116.10
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$116.10</b>

**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

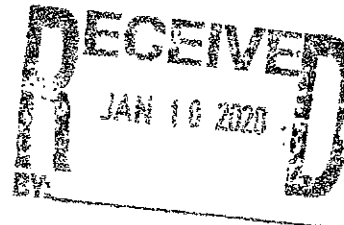
**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$116.10 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$117.57 was posted to your account on 12/13/2019.

**Consumer Confidence and UCMR4 Reports are available at our office and online at:**  
[www.clayutility.org/ccr/OPG.pdf](http://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  
3965-2 Eagle Landing Parkway Irrigation

Customer #:00230638  
Route #:MC05530015  
Route Group:26

Bill Date	01/08/20
Current Charges	\$116.10
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$116.10

#### ADDRESSEE

6274 1 MB 0.425 21-18

**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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00230632  
 Route #: MC05530013

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
74320712	1.5	01/06/20	33	14	14	0

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	0.0	x	1.97		\$0.00
Proration Factor: 1.1000	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 \$1.08

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.39		\$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	\$0.00
Current Charges	\$54.36
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$54.36</b>

Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.

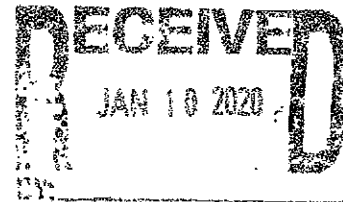
Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

Please pay \$54.36 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$58.30 was posted to your account on 12/13/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

#### Bill Summary

Bill Date	01/08/20
Current Charges	\$54.36
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$54.36



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

6273 1 MB 0.425 21-18

  
 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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
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: 01/08/2020

Customer #: 00229064  
Route #: MC05530018

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	01/06/20	33	70943	71368	425

Base Charges (Prepaid)	01/08/20 to 02/05/20				\$53.30
Consumption Charges	Tier 1	55.0	x	1.47	\$80.85
Proration Factor: 1.1000	Tier 2	82.5	x	3.04	\$250.80
	Tier 3	137.5	x	3.94	\$541.75
	Tier 4	150.0	x	5.06	\$759.00

Alternative Water Supply Surcharge \$1.06

#### 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
Proration Factor: 0.0000			Tier 2	0.0	x	0.00
			Tier 3	0.0	x	0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$1,686.76
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$1,686.76</b>

**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

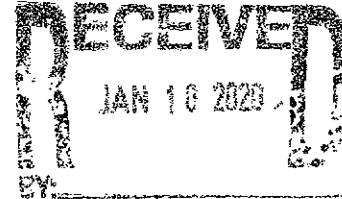
**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$1686.76 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$3550.40 was posted to your account on 12/13/2019.

**Consumer Confidence and UCMR4 Reports are available at our office and online at:**  
[www.clayutility.org/ccr/OPG.pdf](http://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  
3979-2 Eagle Landing Parkway Irrigation

Customer #:00229064  
Route #:MC05530018  
Route Group:26

#### ADDRESSEE

6272 1 MB 0.425 21-18

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



#### Bill Summary

Bill Date	01/08/20
Current Charges	\$1,686.76
<b>Current Charges Past Due After</b>	<b>01/29/20</b>
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
<b>Total Amount Due</b>	<b>\$1,686.76</b>

#### PAID PAYMENT TO

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



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

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3989 Eagle Landing Parkway

Bill Date: 01/08/2020

Customer #: 00222067  
 Route #: MC05530012

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
71814243	1.5	01/06/20	33	8749	8850	101

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$53.30
Consumption Charges	Tier 1	101.0	x	1.97		\$198.97
Proration Factor: 1.1000	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 \$1.06

#### Sewer

Base Charges (Prepaid)						\$120.70
Consumption Charges	101.0	x	4.39			\$443.39

#### 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	\$0.00
Current Charges	\$817.42
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$817.42</b>

Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.

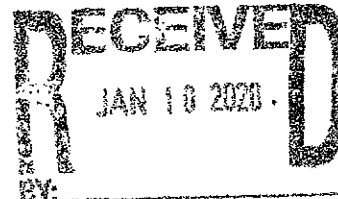
Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

Please pay \$817.42 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$868.30 was posted to your account on 12/13/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://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  
 3989 Eagle Landing Parkway

Customer #:00222067  
 Route #:MC05530012  
 Route Group:26

#### ADDRESSEE

6271 1 MB 0.425 21-18

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



#### Bill Summary

Bill Date	01/08/20
Current Charges	\$817.42
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$817.42

#### MAIL PAYMENT TO

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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
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: 01/08/2020

Customer #: 00220803  
Route #: MC05530008

### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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)						\$80.52
Consumption Charges	Tier 1	21.0	x	0.79		\$16.59
Proration Factor: 1.1000	Tier 2	0.0	x	1.56		\$0.00
	Tier 3	0.0	x	2.35		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00

Current Charges	\$97.11
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$97.11</b>

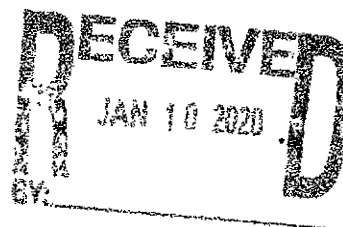
**Happy New Year!** While you are making your resolutions, consider making a resolution to save water and lower your bill.

**Conserving Clay Tip 1:** When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

**Conserving Clay Tip 2:** Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

**Please pay \$97.11 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$107.38 was posted to your account on 12/13/2019.



**Please return this portion with payment**

### Bill Summary



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

Bill Date	01/08/20
Current Charges	\$97.11
<b>Current Charges Past Due After</b>	<b>01/29/20</b>
Lend A Helping Hand (If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$97.11</b>

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3973 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00220803  
Route #:MC05530008  
Route Group:26

### ADDRESSEE

6270 1 MB 0.425 21-18

**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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00235500  
Route #: MC05531950

### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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
58743726	.75	01/06/20	33	764	792	28

Base Charges (Prepaid)						\$24.19
Consumption Charges	Tier 1	24.2	x	0.79	\$19.12	
Proration Factor: 1.1000	Tier 2	3.8	x	1.56	\$5.93	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00

Current Charges	\$49.24
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$49.24</b>

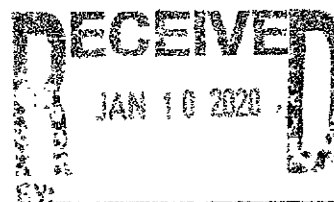
**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$49.24 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$63.45 was posted to your account on 12/13/2019.



*Please return this portion with payment*

### Bill Summary



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

Bill Date	01/08/20
Current Charges	\$49.24
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$49.24

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

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

### ADDRESSEE

6279 1 MB 0.425 21-18

**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



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

Customer Name: SOUTH VILLAGE CDD  
 Service Address: 2180 Club Lake Drive Reclaimed Irrigation

Bill Date: 01/08/2020

Customer #: 00502768  
 Route #: MC05531542

### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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
82790894	.625	01/06/20	32	434	442	8
Base Charges (Prepaid)						\$16.10
Consumption Charges	Tier 1	8.0	x	0.79	\$6.32	
Proration Factor: 1.0667	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$22.42
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$22.42</b>

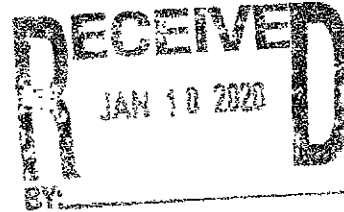
**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$22.42 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$20.05 was posted to your account on 12/13/2019.



**Please return this portion with payment**



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

6285 1 MB 0.425 21-18

**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**

CCUA-1170-4

1170-1/8/2020006285

00502768 1 MC05531542 0000002242 0000000 01292020 0 0



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

Customer Name: SOUTH VILLAGE CDD  
Service Address: 1294 Autumn Pines Drive

Bill Date: 01/08/2020

Customer #: 00556739  
Route #: KS05553657

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 01/08/20 to 02/05/20 \$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						

### Sanitary

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	01/06/20	32	392	396	4
Base Charges (Prepaid) \$24.19						
Consumption Charges Tier 1 4.0 x 0.79 \$3.16						
Proration Factor: 1.0667 Tier 2 0.0 x 1.56 \$0.00						
Tier 3 0.0 x 2.35 \$0.00						

### Other Charges

Administrative Fees (Prepaid)						\$0.00
Capacity Fees (Prepaid)						\$0.00
Deposit Interest Refund						\$0.00
Current Charges						\$27.35
Previous Balance						\$0.00
Late Charge (If Applicable)						\$0.00
<b>TOTAL AMOUNT DUE</b>						<b>\$27.35</b>

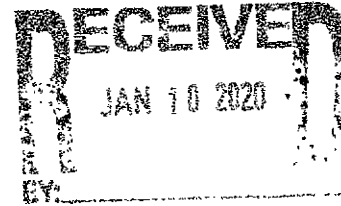
**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$27.35 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$28.93 was posted to your account on 12/13/2019.



**Please return this portion with payment**

### Bill Summary



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

SOUTH VILLAGE CDD  
1294 Autumn Pines Drive

Customer #:00556739  
Route #:KS05553657  
Route Group:27

Bill Date	01/08/20
Current Charges	\$27.35
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$27.35

### ADDRESSEE

6287 1 MB 0.425 21-18  
SOUTH VILLAGE CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.claycounty.org](http://www.claycounty.org)  
 Hours: Monday - Friday, 8am - 5pm Phone: 904-272-5939

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3924-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 01/08/2020

Customer #: 00213095  
 Route #: MC05530000

#### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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
70785051	1.5	01/06/20	33	18280	18400	120
Base Charges (Prepaid)						\$80.52
Consumption Charges	Tier 1	82.5	x	0.79		\$65.18
Proration Factor: 1.1000	Tier 2	27.5	x	1.56		\$42.90
	Tier 3	10.0	x	2.35		\$23.50

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$212.10
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$212.10</b>

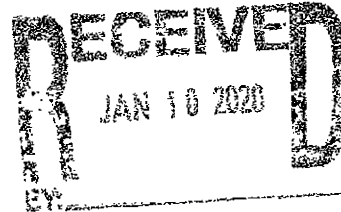
**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$212.10 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$357.37 was posted to your account on 12/13/2019.



**Please return this portion with payment**



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

#### ADDRESSEE

6410 1 MB 0.425 20-18

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



#### Bill Summary

Bill Date	01/08/20
Current Charges	\$212.10
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$212.10

#### PAID TO

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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00213119  
Route #: MC05530624

### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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)						\$80.52
Consumption Charges	Tier 1	40.0	x	0.79	\$31.60	
Proration Factor: 1.1000	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$112.12
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$112.12</b>

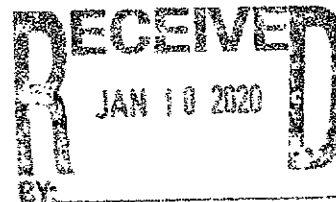
**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$112.12 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$127.92 was posted to your account on 12/13/2019.



**Please return this portion with payment**



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

### Bill Summary

Bill Date	01/08/20
Current Charges	\$112.12
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$112.12

### ADDRESSEE

6411 1 MB 0.425 20-18

**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



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
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: 01/08/2020

Customer #: 00215602  
Route #: MC05530632

#### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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	

**Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.**

**Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.**

**Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.**

**Please pay \$152.51 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.**

Your last payment of \$184.11 was posted to your account on 12/13/2019.

#### Reuse

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

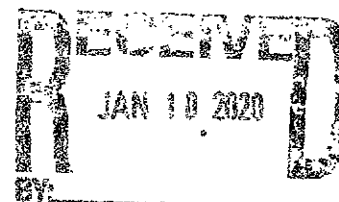
Base Charges (Prepaid)						\$128.81
Consumption Charges	Tier 1	30.0	x	0.79	\$23.70	
Proration Factor: 1.1000	Tier 2	0.0	x	1.56	\$0.00	
	Tier 3	0.0	x	2.35	\$0.00	

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00

Current Charges	\$152.51
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00

**TOTAL AMOUNT DUE \$152.51**



**Please return this portion with payment**

#### Bill Summary

Bill Date	01/08/20
Current Charges	\$152.51
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$152.51



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

6412 1 MB 0.425 20-18

**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



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://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: 01/08/2020

Customer #: 00233750  
 Route #: MC05530373

#### Water

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

Base Charges (Prepaid)	01/08/20 to 02/05/20					\$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
70067265	.75	01/06/20	33	488	523	35
Base Charges (Prepaid)						\$24.19
Consumption Charges	Tier 1	24.2	x	0.79	\$19.12	
Proration Factor: 1.1000	Tier 2	8.8	x	1.56	\$13.73	
	Tier 3	2.0	x	2.35	\$4.70	

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$61.74
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$61.74</b>

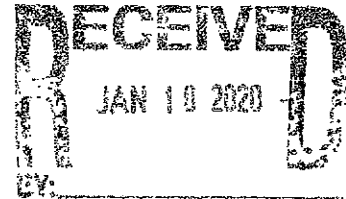
Happy New Year! While you are making your resolutions, consider making a resolution to save water and lower your bill.

Conserving Clay Tip 1: When temperatures fall below freezing, exposed water pipes are vulnerable. Insulate your exposed pipes to avoid potential pipe bursts.

Conserving Clay Tip 2: Insulate your hot water pipes to reduce the amount of water you need to run before warm water reaches your faucet.

Please pay \$61.74 by 1/29/2020 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$77.55 was posted to your account on 12/13/2019.



Please return this portion with payment

#### Bill Summary



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

Bill Date	01/08/20
Current Charges	\$61.74
Current Charges Past Due After	01/29/20
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$61.74

EAGLE LANDING LIMITED PARTNERSHIP

Customer #:00233750

1433-1 Eagle Landing Parkway Reclaimed Irrigation

Route #:MC05530373

Route Group:26

#### ADDRESSEE

#### MAIL PAYMENT TO

6278 1 MB 0.425 21-18



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



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



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 01/15/2020

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 152191563 1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
-----------	------	----	-----------------------	----------	---------	-----	------	-----------

GS Non-Demand 12/10/2019 01/13/2020 02/11/20 73662 87101 13439 34 395  
Jan 2019 19028 34 560

Previous Statement Balance

1,405.80

12/23/2019 Payment Received - Thank You

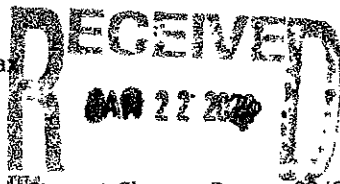
1,405.80CR

Previous Balance

\$ 0.00

Current Charges Billed 01/15/2020

Energy 1,092.59  
Access Charge 23.00  
Power Cost Adjustment .01740 X 13439 233.84  
FLA Gross Receipts Tax 34.58  
Florida State Sales Tax 96.19  
Clay Co Public Ser Utility Tax 40.87  
Clay County Sales Tax 13.84  
Operation Round Up 0.09



Current Charges Due on 02/05/2020

\$ 1,535.00

Total Amount Due

\$ 1,535.00

Non-Taxable Fuel Amount @ .02438/KWH -\$327.64

Government Taxes/Fees are not imposed by Clay Electric

\$ 185.48

With the recent holidays and colder temperatures, your electric bill this month may reflect higher than normal energy usage. Read the enclosed Power Line for tips that can help you lower your electric bills in 2020.

320

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

Keystone Heights, Florida 32656-0308

6688

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	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



78967-15A\*27\*6688\*\*\*\*\*SINGLE-PIECE  
EAGLE LANDING LIMITED PARTNSP  
5385 N NOB HILL RD CDD OFFICES  
SUNRISE FL 33351

Current Charges \$ 1,535.00  
Due Date 02/05/2020  
Total Amount Due \$ 1,535.00

05875489 0001535004

00014553



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 01/15/2020

Trustee Dist 06

Web Address  
clayelectric.com

320-572-430

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			152191565	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	12/10/2019	01/13/2020	02/11/20	3460	4500 Jan 2019	1040 1529	34 34	31 45

Previous Statement Balance

128.00

12/23/2019 Payment Received - Thank You

128.00CR

Previous Balance

\$ 0.00

Current Charges Billed 01/15/2020

Energy

84.55

Access Charge

23.00

Power Cost Adjustment .01740 X 1040 KWH

18.10

FLA Gross Receipts Tax

3.22

Florida State Sales Tax

8.96

Clay Co Public Ser Utility Tax

4.01

Clay County Sales Tax

1.29

Operation Round Up

0.87

Current Charges Due on 02/05/2020

\$ 144.00

Total Amount Due

\$ 144.00

Non-Taxable Fuel Amount @ .02438/KWH -\$25.36

Government Taxes/Fees are not imposed by Clay Electric

\$ 17.48

With the recent holidays and colder temperatures, your electric bill this month may reflect higher than normal energy usage. Read the enclosed Power Line for tips that can help you lower your electric bills in 2020.

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

6688

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.



78967-15A\*27\*6688\*\*\*\*\*SINGLE-PIECE

EAGLE LANDING LIMITED PARTNSP

5385 N NOB HILL RD CDD OFFICES

SUNRISE FL 33351

Current Charges

\$ 144.00

Due Date 02/05/2020

Total Amount Due

\$ 144.00

05929377

0000144006

00014555



Clay Electric Cooperative, Inc.

Orange Park District

734 Blanding Blvd

Orange Park FL 32065-5798

904-272-2456 (800)224-4917

Statement Date: 01/09/2020

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 TERRIG AND LIGHTS 152043187 1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
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GS Non-Demand 12/04/2019 01/07/2020 02/05/20 1765 2048 283 34 8  
Jan 2019 254 34 7

Previous Statement Balance

59.00

12/23/2019 Payment Received - Thank You

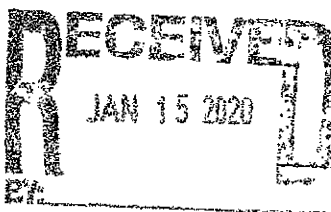
59.00CR

Previous Balance

\$ 0.00

Current Charges Billed 01/09/2020

Energy 23.01  
Access Charge 23.00  
Power Cost Adjustment .01740 X 283 KWH 4.92  
FLA Gross Receipts Tax 1.30  
Florida State Sales Tax 3.63  
Clay Co Public Ser Utility Tax 1.71  
Clay County Sales Tax 0.52  
Operation Round Up 0.91



Current Charges Due on 01/30/2020

\$ 59.00

Total Amount Due

\$ 59.00

Non-Taxable Fuel Amount @ .02908/KWH -\$8.23

Government Taxes/Fees are not imposed by Clay Electric

\$ 7.16

With the recent holidays and colder temperatures, your electric bill this month may reflect higher than normal energy usage. Read the enclosed Power Line for tips that can help you lower your electric bills in 2020.

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

6354

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	
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



78967-10A\*26\*6354\*\*\*\*\*SINGLE-PIECE  
EAGLE LANDING LIMITED PARTNSP  
5385 N NOB HILL RD CDD OFFICES  
SUNRISE FL 33351

Current Charges \$ 59.00

Due Date 01/30/2020

Total Amount Due \$ 59.00

06474431 0000059006

00014587



3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200



1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8631

## Advertising Invoice

JAN 09 2020

SOUTH VILLAGE CDD C/O GMS LLC  
475 W Town Place #114  
St Augustine FL 32092 310-513480

Cust#:503305  
Ad#:249876  
Phone#:904-940-5850  
Date:01/06/2020

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 3.0 x 9.0

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	10/03/2019	10/03/2019	1	364.50	364.50

### Payment Information:

Date:	Order#	Type
09/24/2019	249876	BILLED ACCOUNT

Total Amount: 364.50

Tax: 0.00

Amount Due: 364.50

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

PUBLISHER AFFIDAVIT  
**CLAY TODAY**  
Published Weekly  
Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
being a

in the matter of

**CLAY TODAY ADV: LEGALS**

**LEGAL: ORDER: 249876**

was published in said newspaper in the issues:

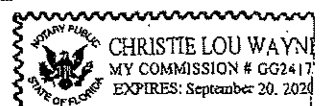
**10/03/2019**

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.



Sworn to me and subscribed before me 10/03/2019.

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3280 - FAX (904) 264-3285  
E-Mail: [Christie@opcfla.com](mailto:Christie@opcfla.com)

## NOTICE OF RULEMAKING FOR EAGLE LANDING GOLF CLUB AND RECREATIONAL FACILITIES USER RATES AND FEES BY SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors ("Board") of the South Village Community Development District ("District") on Tuesday, November 5, 2019, at 6:30 p.m., at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

In accordance with Chapters 190 and 120, *Florida Statutes*, the District hereby gives the public notice of its intent to revise the District's Eagle Landing Golf Club and recreational facilities user rates and fees (collectively, "Amenity Rates"). The public hearing will provide an opportunity for the public to address proposed revisions to the Amenity Rates. The proposed Amenity Rates are as follows:

### Eagle Landing Golf Club – User Rates & Fees

GOLF CLUB (Rates are for Residents/Passholders unless otherwise specified)	
Golf Lessons – Individual	\$25 - \$60
Golf Lessons – Group	\$40 - \$150
Golf Lessons – Series	\$120 - \$300
Golf Lesson – Playing	\$50 - \$200
Clinics & Camps	\$75 - \$400

The proposed rates may be adjusted at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the Amenity Rates is to provide for efficient District operations by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, *Florida Statutes* (2018). Specific legal authority for the rule includes Sections 190.035(2), 190.011(5) and 120.54, *Florida Statutes*. Prior Notice of Rule Development was published in *Clay Today* on September 26, 2019.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Office (herein defined) at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A copy of the proposed rule may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850 ("District Office").

**CLAY  
TODAY**

310-513-480

**Recorder**

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

**SOUTH VILLAGE CDD C/O GMS LLC**  
475 W TOWN PL #114  
ST AUGUSTINE, FL 32092

Cust#:503305  
Ad#:307240  
Phone#:904-940-5850  
Date:12/17/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 6.40

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	12/26/2019	12/26/2019	1	86.40	86.40

### Payment Information:

Date:	Order#	Type
12/17/2019	307240	BILLED ACCOUNT

Total Amount: 86.40

Tax: 0.00

Amount Due: 86.40

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

### NOTICE OF RULE DEVELOPMENT BY THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 180, Florida Statutes, the South Village Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(18) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not

RECEIVED  
JAN 02 2020

## PUBLISHER AFFIDAVIT

## CLAY TODAY

Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared  
Jon Cantrell, who on oath says that he is the publisher of the  
"Clay Today" a newspaper published weekly at Orange Park in  
Clay County, Florida; that the attached copy of advertisement  
being a

NOTICE OF RULE DEVELOPMENT

in the matter of

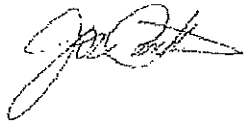
RULES OF PROCEDURES

LEGAL: 45377 ORDER: 307240

was published in said newspaper in the issues:

12/26/2019

Affiant further says that said "Clay Today" is a newspaper published  
at Orange Park, in said Clay County, Florida, and that the said newspaper  
has heretofore been continuously published in said Clay County, Florida,  
weekly, and has been entered as Periodical material matter at the post  
office in Orange Park, in said Clay County, Florida, for period of one  
year next proceeding the first publication of the attached copy of  
advertisement; and affiant further says that he has neither paid nor promised  
any person, firm or corporation any discount, rebate, commission or  
refund for the purpose of securing this advertisement for publication in  
the said newspaper.



Sworn to me and subscribed before me 12/26/2019

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



**NOTICE OF  
RULE DEVELOPMENT  
BY THE SOUTH VILLAGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the South Village Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.3144b, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o 475 West Town Place, Suite 114, St Augustine, Florida 32092, (904) 940-5850.

Jim Oliver, District Manager  
South Village Community  
Development District  
Legal 45377 published Dec 26, 2019  
in Clay County's Clay Today  
newspaper

3515 US HWY 17 Suite A, Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

ad receipt

**CLAY  
TODAY**

310-513-480

3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200

**Recorder**  
Notary Public for the State of Florida

1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

SOUTH VILLAGE CDD C/O GMS LLC  
475 W TOWN PL #114  
ST AUGUSTINE, FL 32092

Cust#:503305  
Ad#:307244  
Phone#:904-940-5850  
Date:12/17/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 10.80

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	01/02/2020	01/02/2020	1	145.80	145.80

### Payment Information:

Date:	Order#	Type
12/17/2019	307244	BILLED ACCOUNT

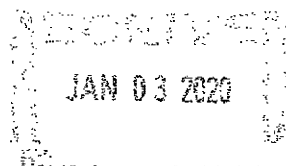
Total Amount: 145.80

Tax: 0.00

Amount Due: 145.80

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy



**PUBLISHER AFFIDAVIT**  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
 Jon Cantrell, who on oath says that he is the publisher of the  
 "Clay Today" a newspaper published weekly at Orange Park in  
 Clay County, Florida; that the attached copy of advertisement  
 being a

**NOTICE OF RULE MAKING**

in the matter of

**RULES OF PROCEDURES**

**LEGAL: 45413 ORDER: 307244**

was published in said newspaper in the issues:

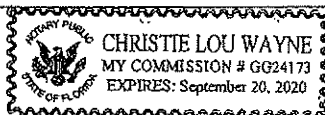
**01/02/2020**

Affiant further says that said "Clay Today" is a newspaper published  
 at Orange Park, in said Clay County, Florida, and that the said newspaper  
 has heretofore been continuously published in said Clay County, Florida,  
 weekly, and has been entered as Periodical material matter at the post  
 office in Orange Park, in said Clay County, Florida, for period of one  
 year next proceeding the first publication of the attached copy of  
 advertisement; and affiant further says that he has neither paid nor promised  
 any person, firm or corporation any discount, rebate, commission or  
 refund for the purpose of securing this advertisement for publication in  
 the said newspaper.



Sworn to me and subscribed before me 01/02/2020.

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com

**NOTICE OF  
 RULEMAKING  
 REGARDING THE RULES OF  
 PROCEDURE OF THE SOUTH  
 VILLAGE COMMUNITY  
 DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the South Village Community Development District ("District") on Tuesday, February 4, 2020 at 6:30 p.m. at Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to

adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Clay Today on December 26, 2019. The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0510, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"). Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Manager's Office.

Jim Oliver, District Manager  
 South Village Community  
 Development District  
 Legal 45413 published Jan 2, 2020 in

**CLAY  
TODAY**3513 U.S. Hwy. 17 • Fleming Island, FL 32003  
Phone: (904) 264-3200**Recorder**1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082  
Phone: (904) 285-8831

## Advertising Invoice

SOUTH VILLAGE CDD C/O GMS LLC  
475 W TOWN PL #114  
ST AUGUSTINE, FL 32092Cust#: 503305  
Ad#: 307409  
Phone#: 904-940-5850  
Date: 12/20/2019

Salesperson: Clay Legals

Classification: Legal Notice

Ad Size: 1.0 x 4.50

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	01/02/2020	01/02/2020	1	60.75	60.75

**Payment Information:**

Date:	Order#	Type
12/20/2019	307409	BILLED ACCOUNT

Total Amount: 60.75

Tax: 0.00

Amount Due: 60.75

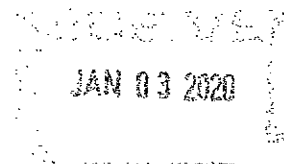
Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

**Ad Copy****NOTICE OF MEETING  
SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South Village Community Development District will be held on Tuesday, January 14, 2020, at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for these meetings may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (and phone (904) 940-5850). This meeting may be continued to a date, time and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5839 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver



PUBLISHER AFFIDAVIT  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared  
 Jon Cantrell, who on oath says that he is the publisher of the  
 "Clay Today" a newspaper published weekly at Orange Park in  
 Clay County, Florida; that the attached copy of advertisement  
 being a

**NOTICE OF MEETING**

in the matter of

**JANUARY MEETING**

**LEGAL: 45444 ORDER: 307409**

was published in said newspaper in the issues:

**01/02/2020**

Affiant further says that said "Clay Today" is a newspaper published  
 at Orange Park, in said Clay County, Florida, and that the said newspaper  
 has heretofore been continuously published in said Clay County, Florida,  
 weekly, and has been entered as Periodical material matter at the post  
 office in Orange Park, in said Clay County, Florida, for period of one  
 year next proceeding the first publication of the attached copy of  
 advertisement; and affiant further says that he has neither paid nor promised  
 any person, firm or corporation any discount, rebate, commission or  
 refund for the purpose of securing this advertisement for publication in  
 the said newspaper.



Sworn to me and subscribed before me 01/02/2020.

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com

**NOTICE OF MEETING**  
**SOUTH VILLAGE COMMUNITY**  
**DEVELOPMENT DISTRICT**

The regular meeting of the Board of  
 Supervisors of the South Village  
 Community Development District  
 will be held on Tuesday, January 14,  
 2020, at 6:30 p.m. at the Eagle  
 Landing Residents Club, 3975 Eagle  
 Landing Parkway, Orange Park,  
 Florida 32065. The meeting is open  
 to the public and will be conducted  
 in accordance with the provisions of  
 Florida Law for Community  
 Development Districts. A copy of the  
 agendas for these meetings may be  
 obtained from the District Manager,  
 475 West Town Place, Suite 114, St.  
 Augustine, Florida 32092, (and phone  
 (904) 940-5850). This meeting may be  
 continued to a date, time and place  
 to be specified on the record at the  
 meeting.

Any person requiring special  
 accommodations at this meeting  
 because of a disability or physical  
 impairment should contact the  
 District Office at (904) 940-5850 at  
 least two calendar days prior to the  
 meeting. If you are hearing or speech  
 impaired, please contact the Florida  
 Relay Service at 1-800-955-8770 for  
 aid in contacting the District Office.  
 Each person who decides to appeal  
 any action taken at these meetings is  
 advised that person will need a  
 record of the proceedings and that  
 accordingly, the person may need to  
 ensure that a verbatim record of the  
 proceedings is made, including the  
 testimony and evidence upon which  
 such appeal is to be based.

James Oliver  
 District Manager  
 Legal 45444 published Jan 2, 2020 in  
 Clay County's Clay Today newspaper

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 250  
Invoice Date: 1/1/20  
Due Date: 1/1/20  
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 - January 2020 340		4,083.33	4,083.33
Information Technology - January 2020 351		83.33	83.33
Dissemination Agent Services - January 2020 313		708.33	708.33
Office Supplies 510		2.65	2.65
Postage 420		20.85	20.85
Copies 425		171.30	171.30
Telephone 410		149.16	149.16
Total			\$5,218.95
Payments/Credits			\$0.00
Balance Due			\$5,218.95

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

December 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 112080  
Billed through 11/30/2019

General Counsel  
SVCDD 00001 KSB

310-513-315  
Nov. A - General Counsel

### FOR PROFESSIONAL SERVICES RENDERED

11/01/19	KSB	Confer with Carr regarding amendment to covenants.	0.60 hrs
11/04/19	KSB	Coordinate Sweat conveyance; review agenda package.	1.40 hrs
11/05/19	KSB	Prepare for, travel to and from, and attend board meeting.	6.00 hrs
11/07/19	KSB	Confer with district manager regarding amenity policies.	0.30 hrs
11/07/19	KEM	Confer with Sweat regarding deed and termination of easement.	0.20 hrs
11/12/19	KSB	Confer with district manager regarding appraisal.	0.30 hrs
11/20/19	KSB	Review request for appraisal services.	0.40 hrs
11/22/19	KSB	Attend agenda call.	0.50 hrs
11/26/19	KSB	Review cottage lot appraisal and confer with district manager.	0.80 hrs
11/27/19	KSB	Confer with Biagetti regarding public records request.	0.80 hrs

Total fees for this matter \$3,077.50

### DISBURSEMENTS

Travel	157.09
United Parcel Service	18.02

Total disbursements for this matter \$175.11

### MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Buchanan, Katie S.	11.10 hrs	275 /hr	\$3,052.50

TOTAL FEES \$3,077.50

=====

TOTAL DISBURSEMENTS

\$175.11

TOTAL CHARGES FOR THIS MATTER

\$3,252.61

**BILLING SUMMARY**Ibarra, Katherine E. - Paralegal  
Buchanan, Katie S.0.20 hrs  
11.10 hrs125 /hr  
275 /hr\$25.00  
\$3,052.50

TOTAL FEES

\$3,077.50

TOTAL DISBURSEMENTS

\$175.11

TOTAL CHARGES FOR THIS BILL

\$3,252.61

**Please include the bill number on your check.**