

MIDDLE VILLAGE
Community Development District

NOVEMBER 8, 2021

AGENDA

Middle Village Community Development District

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

November 1, 2021

Board of Supervisors
Middle Village Community Development District
Staff Call In # 1-800-264-8432 Code 145824

Dear Board Members:

The Middle Village Community Development District Board of Supervisors Meeting is scheduled to be held **Monday, November 8, 2021 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments (limited to three minutes)
- III. Ratification of Transfer of Client Matters to Kutack Rock, LLP
- IV. Organizational Matters
 - A. Consideration of Appointing a New Supervisor to Fill the Seat 4 Vacancy (Term to November 2024)
 - B. Oath of Office for Newly Appointed Supervisor
 - C. Consideration of Resolution 2022-02 Designating Officers
- V. Approval of Consent Agenda
 - A. Approval of the Minutes of the October 11, 2021 Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Registers
- VI. Consideration of Underwriting Agreement with MBS Capital Markets

VII. Staff Reports

A. District Counsel

1. Memo Regarding Publication of Legal Notices
2. Memo Regarding Stormwater Needs Analysis
3. Memo Regarding Prompt Payment Requirements
4. Memo Regarding Public Records Exemptions

B. District Engineer

C. District Manager

D. Operations Manager

1. Memorandum
2. Quote for Fencing of Amenity Area (to be provided under separate cover)

VIII. Audience Comments (limited to three minutes) / Supervisor Requests

IX. Next Scheduled Meeting – December 13, 2021 @ 2:00 p.m. at the Plantation Oaks Amenity Center

X. Adjournment

I look forward to seeing you at the meeting. If you have any questions, please feel free to call.

Sincerely,

Marilee Giles

Marilee Giles
District Manager

THIRD ORDER OF BUSINESS

Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Middle Village Community Development District
Marilee Giles, District Manager
mgiles@gmsnf.com

RE: MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT (“Client”)

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Marilee:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the “Special District Practice Group”) will be withdrawing as attorneys from Hopping Green & Sams, P.A. (“HGS”) and will be joining Kutak Rock LLP (“Kutak”). The members of the Special District Practice Group have provided services in connection with HGS’s representation of the Client in one or more matter(s) (“Client Matters”).

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client’s legal counsel with respect to the Client Matters; however, it is the Client’s choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the “Files”) should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS’s legal representation of the Client will cease on the date of HGS’s receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 OCT 15, 2021
(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

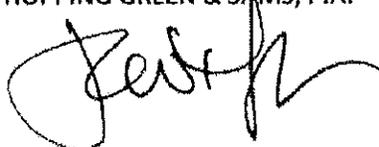
16. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, MichaelE@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMs, P.A.



By: Jonathan Johnson
Its: President

cc: Michael J. Steiner, Chairman
Michael Eckert
Jason Merritt
Mark Stropjak
Kim Hancock

FOURTH ORDER OF BUSINESS

A.

**MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT
POLICY RELATING TO BOARD MEMBER VACANCY APPOINTMENTS**

SECTION 1. INTRODUCTION. Section 190.006, Florida Statutes, provides that if, during the term of office of a Board Supervisor, a vacancy occurs, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term. This Policy Relating to Board Member Vacancy Appointments (the “Policy”) provides a formal procedure for the Board of Supervisors (the “Board”) of Middle Village Community Development District (the “District”) to fill a vacancy on the Board.

SECTION 2. DEFINITIONS.

- A. *Applicant.*** Per Florida law, a person, age 18 or over, that is a resident of the State of Florida, of the District, and registered to vote in Clay County that desires to be appointed to the Vacant Seat (hereafter defined) and who submits his or her qualifications to the District during the specified time period for the purpose of being appointed to a Vacant Seat.

- B. *Vacant Seat.*** An open seat on the Board, the availability of which results from a Board member who previously held the seat resigning or otherwise vacating such seat, with the term for the seat having commenced but not yet expired.

SECTION 3. NOTICE OF VACANT SEAT. Upon the occurrence of a Vacant Seat, the District will note the vacancy in the board meeting minutes at which the board member resigns or otherwise vacates their seat.

SECTION 4. VACANT SEAT APPOINTMENT PROCESS. The board has at its discretion any one of the following actions it may use to fill the remaining term of vacant seat:

- Candidate(s) can be nominated by a board member(s) to fill the vacancy.

- Any resident of the District can express their desire to be considered for the vacancy by contacting the District Manager and submitting their qualifications. The District Manager will provide this information to the board for their consideration at its next meeting.

- The board shall formally post a notice of vacancy to widening its search for a qualified candidate. The notice shall be published on the District’s website, in a minimum of two e-mail blasts, at least one week apart on the District’s social media site(s), and posted in the District’s facilities at locations where information is typically posted. The Notice shall contain a minimum of the following information: a general announcement regarding the Vacant Seat, including the term remaining for the Vacant Seat; the minimum legal qualifications of an Applicant (18 or over, a resident of the State of Florida, of the District, and registered to vote in Clay County); that interested Applicants should submit a resume and letter of interest to the District Manager via electronic mail or hard copy, with the District Manager’s e-mail, mailing and contact information, and the due date of

such qualifications, the time and date of the District Board Meeting at which the Board is expected to appoint a vacant seat replacement. The candidate(s) is encouraging to attend such District Board Meeting for purposes of presenting their qualifications.

- The board may also choose to allow the remaining term of the vacant seat to remain unfilled.

SECTION 5. VACANT SEAT APPOINTMENT. At the District Board Meeting, there shall be included an agenda item for consideration of appointment to fill the Vacant Seat. The Board shall first accept the resignation of the vacating Supervisor and declare the seat vacant pursuant to Florida law. At the District Board Meeting at which the Board is expected to appoint a vacant seat replacement, the Board shall review each Applicant's resume, if any, and view each Applicant's presentation regarding qualifications, if any, for the purpose of evaluating the qualifications of each Applicant. Following the evaluation of each Applicant by the Board and during the District Board Meeting, the Board shall appoint an Applicant or another individual who is not an Applicant, as set forth in Section 7, to the Vacant Seat. Any appointment must be consistent with Florida law.

SECTION 6. TERM. Pursuant to Section 190.006(4), *Florida Statutes*, the term on the Board for the Applicant or individual who is appointed to the Vacant Seat at the District Board Meeting shall be for the remainder of the unexpired term of the previous Board member who held the Vacant Seat prior to the appointment of the Applicant or individual to the Vacant Seat.

SECTION 7. INTERPRETATION. Nothing herein shall be interpreted or construed as limiting the Board's ability to make an appointment to the Vacant Seat pursuant to Florida law. Furthermore, the Policy shall be interpreted broadly so as to ensure compliance with the requirements of Chapter 190, *Florida Statutes*.

SECTION 8. LACK OF APPLICANTS. A lack of Applicants shall not interfere with or impair the Board's ability to make an appointment to the Vacant Seat. In the event that the Board receives one or few Applicants, or if the Board, in its sole and absolute discretion, determines it is in the District's best interest to do so, the Board may appoint an individual who is not an Applicant to the Vacant Seat.

SECTION 9. TIE VOTE BY BOARD. In the event of a tie vote by the Board to appoint an Applicant, the Board may elect to do one or more of the following: (1) defer appointment to later in the District Board Meeting and take a re-vote, or (2) defer consideration until the next regularly scheduled Board meeting to allow for further review of the Board of the Applicants. However, in no event should the Board exceed ninety (90) days from declaring the seat vacant to make an appointment to the Vacant Seat.

SECTION 10. SEVERABILITY. If any section, paragraph, clause or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Policy

would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

C.

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Middle 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 the City of Orange Park, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Middle Village Community Development District:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Secretary and Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2021.

ATTEST

MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Middle Village Community Development District was held on Monday, October 11, 2021 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

Present and constituting a quorum were:

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| Michael Steiner | Chairman |
| Rod Swartz | Vice Chairman |
| Tim Hartigan | Supervisor |
| Jeremy Spellman | Supervisor |
| Rocky Morris | Supervisor |

Also present were:

| | |
|------------------|--------------------|
| Marilee Giles | District Manager |
| Mike Eckert | District Counsel |
| Jay Soriano | Operations Manager |
| Chalon Suchsland | VerdeGo Landscape |
| Crys Grizzle | S3 Security |
| Jen Muntean | S3 Security |

FIRST ORDER OF BUSINESS

Call to Order

Ms. Giles called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Consideration of Appointing a New Supervisor to Fill the Seat 1 Vacancy (Term to November 2022)

Ms. Giles stated as a reminder, Mike Reynolds resigned his position of Supervisor at the August 9th meeting. In accordance with the Middle Village CDD policies regarding board member vacancies dated March 2020, you do have four options listed there. We have received one resume from Mr. Spellman, who is in the audience today.

Mr. Morris stated I am recusing myself because of my relationship with Mr. Spellman. He is a new resident of Middle Village.

Mr. Hartigan stated I would like to nominate him for the seat.

Mr. Swartz asked now that Rocky brought it up, does that create any problems with voting or anything?

Mr. Eckert responded no, they just can't each vote for each other to get some sort of financial benefit.

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| On MOTION by Mr. Hartigan seconded by Mr. Steiner with all in favor appointing Mr. Spellman to fill the Seat 1 vacancy was approved. |
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B. Oath of Office for Newly Appointed Supervisor

Ms. Giles stated congratulations, you are now a government official in the State of Florida. Like any other government official in this capacity, you are subject to comply with the Sunshine Law. If any business is to be discussed about Middle Village CDD, you can only speak to the other supervisors at a public noticed meeting such as this one about matters that may come before the board for action. You are also subject to Florida's public record's law meaning any document you may require or generate pertaining to the District is subject to public records request. We ask that any document, to include electronic communication, that you keep them segregated in the event a request is made. For your situational awareness, GMS stores and archives all the District's records. In the event there is a request, we typically can handle them. The first thing you should do is if there is a records request is to contact our District Counsel. We have provided you with a new supervisor's packet to make your transition a smooth one. The packet includes a Q&A about District business, Chapter 190 of the Florida Statutes, which includes everything under the umbrella of CDDs ethics and Sunshine Law document.

Ms. Giles, being a notary public of the State of Florida administered an oath of office to Mr. Spellman.

Mr. Eckert stated I will give you a call after the meeting. For purposes of this meeting here, when we talk, we will talk about public records and the Sunshine Law a little bit more in detail. We don't follow Robert's Rules of Order for this particular board. We will have a motion, a second and a period of discussion and then there will be a majority vote and that's what carries

the day so we don't have some of the formalities you may have seen in County Commission meetings and stuff like that and that is intentional, so we don't get hung up on a technicality. Usually there is an opportunity for discussion before anybody even makes a motion and there's always that last opportunity after there is a second and before there is a vote.

C. Consideration of Resolution 2022-01, Designating Officers

Mr. Morris stated I want to mix things up here. Here's my proposal. In that you guys are the most tenured, what I propose is Mr. Steiner be appointed as Chairman and Mr. Swartz appointed as Vice Chairman and the balance as Assistant Secretaries.

On MOTION by Mr. Morris seconded by Mr. Hartigan with all in favor Resolution 2022-01 designating officers as listed above was approved.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the September 7, 2021 Meeting**
- B. Financial Statements**
- C. Assessment Receipt Schedule**
- D. Check Register**

Ms. Giles stated included in your package are the minutes of the last meeting, the financial statements as of August 31st, your assessment receipts schedule showing you are 100% collected for FY 2021 and the check register in the amount of \$195,271.13. The only thing I want to point out on the assessment receipts schedule is you'll see on there the assessments start coming in beginning in November, but the big collection looks to be in December and then continues throughout the year so that's a good news story that folks are paying their property taxes very timely.

On MOTION by Mr. Morris seconded by Mr. Swartz with all in favor the consent agenda was approved.

FIFTH ORDER OF BUSINESS

**Acceptance of Engagement Letter with
Grau & Associates for the Fiscal Year 2021
Audit Report**

Ms. Giles stated Grau & Associates was selected through the RFP process and has completed the audit for Middle Village in year's past. Grau & Associates will audit the District's

financial statements and will examine the District’s compliance with Florida Statutes, Chapter 218. Just as a reminder, their fee is \$6,300 for this year’s audit.

Mr. Swartz asked is that price a change from prior years and the same as budgeted?

Ms. Giles responded in 2018 it was \$5,700. In 2019 it was \$5,900 and in 2020 it was \$6,100 and this is the last year on that RFP with the price at \$6,300.

Mr. Swartz asked so this was already preplanned? That’s all I wanted to make sure.

Ms. Giles responded yes.

On MOTION by Mr. Morris seconded by Mr. Hartigan with all in favor the engagement letter with Grau & Associates for the Fiscal Year 2021 audit report was approved.

SIXTH ORDER OF BUSINESS

Consideration of Amendment to Landscape and Irrigation Maintenance Agreement with VerdeGo

Ms. Giles stated this amendment is to add language for a credit to the District when the contractor does not perform a service required by the agreement due to a labor shortage or any other reason. The District can then use that credit towards payment for additional work or services.

Mr. Steiner asked so it doesn’t affect any of the pricing?

Mr. Eckert responded no, it doesn’t. There have been some services that have not been performed due to labor shortages and that type of thing, and this is really just there so that rather than us get into a situation where we’re deducting funds on a monthly basis that we would otherwise pay. Rather than do that we would pay the amount and then we would get a credit for those services that weren’t performed which we could use for enhancements. If mulch and annuals aren’t included as part of the flat fee, we could use it for that. That’s the intent.

Mr. Steiner asked so it’s not increasing the cost of the contract?

Mr. Eckert responded it is not.

Mr. Morris stated if I’m not mistaken, Jay you said we’ve not heard back from VerdeGo, but is there some type of at least acknowledgement?

Mr. Soriano responded yes, and we’ve talked about it before. Other than actually having this addendum in the contract, this is how we have worked in the past. You heard me talking years ago even with DTE, that’s how we got that wedding lawn enhancement on the outside.

This year we had a lot of issues. Not just labor shortages due to COVID, but we also had so many rain days. We have that spelled out in the contract how that works, but even then, if it rains 10 days straight, you're not going to be able to meet that contract point. It's not truly their fault, but at the same time we're paying for it, so this was a way to put that in there and have it spelled out. The work is still going to go to them, and I've talked to them about that already. They are not opposed to it. This wording is short and sweet and like I said, it's already been done.

Mr. Hartigan asked how is the credit determined?

Mr. Soriano responded right now everything is broken down so you see how much it costs for 204 cuts a year and let's say we miss 20 of those cuts, I can pull that out and it's broken down. I'll just work with them on a normal basis throughout the month. I doubt we will see too many times. This summer was a little different, but it's good to have that in there.

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| On MOTION by Mr. Morris seconded by Mr. Swartz with all in favor the amendment to the VerdeGo contract relating to credits for work not performed was approved. |
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SEVENTH ORDER OF BUSINESS

Discussion of Pickleball Courts

Mr. Soriano stated this item was left on here from last month. I don't know that we need to spend a lot of time discussing it. For the Double Branch side who was originally dealing with the pickleball courts, I've still tried to get that group to understand that no matter what we do, we're not going to come back right away and say yes, we're going to give you guys lots of money, we're going to build new courts, or take away from somebody else yet. We were still in the discussion phase and maybe doing something off season where I actually have the ability to do something like new construction because spring and summer, I don't have that ability. We're trying to hold them off, but if you remember last month there was a discussion about maybe changing over and bringing the pickleball group over here and if we have to, we will discuss it every month until we decide what we want to do whether it's doing something like that with Double Branch or we're going to be hands off. Pickleball is going to ask to bring it back every month.

Mr. Steiner stated I've got several questions. Being the fact that possibly Mike, Rocky and myself have been around probably the longest, I know I started coming to meetings in 2007 and then got on the Board in 2010, my concern is the fact that we've always had trouble with the

basketball courts, and we've tried umpteen measures to resolve that. I'd like to propose a possible solution. It's been stated that we're spending \$60,000 a year for guards and we're still getting trouble. My suggestion is take the door off the basketball court and put just normal rotation security. When we first started doing all this there were a lot of people coming into the area because we weren't built out. A lot of the area is now built out and if you do that, you've got \$60,000 to work with per year and possibly \$1,500 to \$2,500 a year for what we were spending in fence repair. They can just go in, play basketball, the guards come around in their normal way and just like they do when somebody is violating an area or rule, they're checking to see if they belong here. Having somebody posted up here all that time and spending money and we're still getting vandalism seems foolish. Unless there is a requirement to secure that area, I don't see why we're still fighting and beating our heads against the wall. Take the door off or simply remove the card reader and now they don't have to pull the fence up to get in, they can just go in the door.

Mr. Hartigan stated by the fact remains it's still not a public facility, it's supposed to be private to Oakleaf. How many incidents are we having at the basketball courts?

Mr. Soriano responded we do have quite a bit. Vandalism is a problem because not only does it create a problem right there, but then we have to pay extra money to fix it or supplies so it's an ongoing problem. That doesn't bother me as much. It's the concern of safety. When we have people here unchecked, that becomes less safe. I'm looking for an email that came to me a couple of months ago from a family in the Preserves complaining about safety because they were a little scared of the people that were at the courts and knew they didn't live here. The daughter knew the kids from high school, and they were problematic kids. I can only respond to her in a certain fashion because I can't jump to judgment, and I can't kick kids out just because I know they're problematic someplace else. If they're here as a guest, we allow them in, but she did have true safety concerns. That's one of the reasons we have that check is not just to make sure they're Oakleaf residents, but to make sure everyone is in a safe environment while they're here at the amenity center so that to me is a concern. I'm hoping to get away from vandalism anyway.

Mr. Steiner stated we don't put a fence around the kid lot out here and there was an event this weekend where there were kids in there dropping the 'F' bomb and the messenger stated they were tearing up the ADA equipment we just put in.

Mr. Swartz stated that was over in Phase 1.

Mr. Steiner stated well there was something there, but I was sitting out on my porch, and I could hear them all. They had their music cranked up and every other word started with F. If they weren't in the play lot here, they were down towards the gazebo. The thing is the fact that taking that ball court away, there's two ball courts over in Phase 1 and four pickleball courts and two tennis courts if I'm not mistaken. Over on this side, putting a pickleball court there, I don't see how it's going to be managed. Does that belong to the league? Are they the only ones that do it and when there is a tournament do people get blocked out of it, or is it going to be open to the residents of Phase 2?

Mr. Soriano responded it would be just like our tennis or swimming pools are now. Tennis has tournaments and they're limited on space when the tournaments are going on. The swimming pools cut off completely when there is a swim meet so residents can't be there. So, we do that for many things right now.

Mr. Steiner stated I just have a problem. I think it's a good idea to put pickleball in and I look out there and there's a couple areas that it might be able to be placed. I don't know what the logistics are of the amount of space needed, but how much would it cost to put in a court from scratch?

Mr. Soriano responded well one, they're not asking for more. It's going to be at least four courts. We had looked at anywhere from \$150,000 if you look at what Eagle Harbor did. I think Jim might have sent you guys some of that stuff. Their buildout is \$299,000 for brand new courts. I know the guys over there and they're doing everything. They have lights and a grand landscape plan, so we're looking at just the courts and that's more like \$150,000.

Mr. Steiner asked wouldn't that be something like in Phase 1 where it's under control? That area is wrapped. You can't get in without going through the main area and going past staff. Over here we had Peter look at that when this trouble first started and there was no cost-effective way to add that court, or any court, because we played with the idea of pickleball back then out here to where you control access with staff.

Mr. Soriano stated we can, we talked about that before, it's just that you're still talking about a couple hundred thousand dollars. If we fence this place in completely and use staff, you walk through downstairs. A lot of amenity centers you'll see in other areas such as Pine Ridge down the road, they actually walk into their amenity center through this giant walkway. It's an outdoor area and the building sits on the side and there's just this big roof over top kind of like

walking downstairs, but you have to fence in a very large area and right now fencing is two or three times more expensive than it was two years ago so that's a lot of money, but that's close enough to where we could enclose this area and have that pretty well controlled. I wouldn't ever recommend trying to enclose all of that back there, it's just a field. But if you wanted to get to the close parts up here and cut down more on entry into tennis, they have to check in here. If you remember, a couple of years ago before we went through the pandemic issue, the tennis pros came to us to ask about adding on guest fees so they could control that better. The only problem is they have to be the ones controlling it because I can't see everybody, and we only have one staff person downstairs. If it was enclosed, they would all have to check in through this building and we could do that, but you're probably talking a good \$100,000 to \$200,000 in fencing depending on how big you want to make that.

Mr. Steiner stated but if you're doing away with the necessity for the guard at \$60,000, we could pay for it in three years.

Mr. Soriano stated we could. I like that idea.

Mr. Morris asked what is the benefit of that? With respect only to the pickleball.

Mr. Steiner stated not taking away the basketball court. They have the courts over in Phase 2. They have as I said at least two courts over there. The only reason we're considering this is because of the vandalism and the cost of security.

Mr. Soriano stated well that's the biggest point and the point I have trouble getting past. If you save that much money, we could do a lot of nice things. We can add other amenities with that money. This is the racket facility. Some of those pickleball people are tennis people and you can't play pickleball on clay courts so that's why they go over there. It's just convenience and ease. We've talked in years past about getting rid of it, but what do we do with it, and we said let's just keep trying these other things. That was not fenced in years ago, so we spent a lot of money on fences first. We didn't have a security guard. The security guard was there more for things like fights. That's a big point, but it's not the only point. I think it does fit well here, but you always hate to take things away. Right now, we can't put pickleball courts over at Double Branch the way they want them without taking two tennis courts away. There are very few tennis players over there, but they don't like that idea.

Mr. Steiner asked there's no room for expansion in the area you have over there now?

Mr. Soriano responded not for two more courts. We looked at that too thinking maybe we could squeeze them in to the middle. So, we take two tennis courts away, or two basketball courts away. We're still taking something away unless we want to do brand new construction whether it's here or there but then we're talking hundreds of thousands of dollars, not something little. I would be happy to get rid of that guard and look at it the same way as tennis. They self-police. Even our adult lap pool pretty much self-polices. Our staff doesn't have the ability to get up from the fitness center and walk up there all the time. We have security helping us out, but they can't get up. Those residents will come to us and tell us when there is a family in there that's not supposed to be, or there are people that are being problematic so it's easy because it's self-policed. I would love if we could self-police that, I just don't feel comfortable with the safety concerns with that and the concerns I've heard from residents when it comes to that, but if we wanted to take that away, yes in three years we would have enough to build our own courts. We'd have to make it through those three years.

Mr. Hartigan stated all we're going to do is keep throwing money at this basketball court the longer that we keep it.

Mr. Steiner stated that's what I'm saying. Stop throwing money at it and take the gate off the door.

Mr. Hartigan stated that doesn't relieve the problems and concerns of the residents.

Mr. Swartz stated we put up the fence to stop the problems.

Mr. Steiner stated we've got a different bunch of residents now.

Mr. Swartz asked how do you figure?

Mr. Steiner responded because I see them walking down the promenade with the basketball. I came up the other day and looked and there was one guard and one person. Do we turn away everybody or just for those families that are coming up here now? I haven't heard any complaints from the basketball courts lately. We did early on, but the biggest complaint I've heard is from Jay about the vandalism where they pull up the bottom of the fence up to get in there so they can play ball.

Mr. Swartz stated and the backboards being broken.

Mr. Steiner stated the backboard was broken with normal use. A kid came to Jay and told him.

Mr. Soriano stated well that's the only one where I know who it was. We've replaced that backboard three times in the last two years. I just don't know who the other ones were. He was a good kid and came up and told me what he was doing.

Mr. Steiner asked do we know if that was a non-resident that broke it?

Mr. Soriano responded no; he lives in the Preserves.

Mr. Steiner stated I'm talking about the other times.

Mr. Soriano stated we don't know if it was a non-resident because we don't have very good control on that. At other times of day, we can't stop non-residents from getting in there because we don't have security guards at all hours of the day.

Mr. Steiner stated and you were looking to take the backboards and put them over in Phase 1 because of the fact that they're getting broken over there too.

Mr. Soriano stated no, they're not. We just spent on that side \$10,000 to increase the height of their fence because we did still have problems, just not as bad as over here. They don't pull the fencing up, but they do climb over it. It is nicer fencing there so it's hard to pull. We also put the privacy screens on them so over there it's kind of hard to tell if the security guard is inside the courts so when they go to climb over or dig under, they wouldn't know who is in the court so they just don't do it as much anymore so we don't have as many problems. It is much more controlled and that's the biggest thing. It's enclosed and we've done all of those steps. They have spent money over the years too, it's just much better. They don't have that extra guard. They have never gotten to the point that they needed an extra guard. We haven't gotten to the point here where we could let go of that extra guard. That's where I'd like to get, but like I said, it's never easy to take anything away.

Mr. Steiner stated I just wonder whether we're meeting requirements coming out of Phase 1 at the expense to Phase 2 residents.

Mr. Soriano stated I can't look at it like expense, because then you take that money in savings and you give it to the residents somehow, whether we're building other things or providing other services. It's easy to say well I don't have a basketball court here anymore. Over there they could say they don't have a heated pool. Over here we don't have a big fitness center. I get that from both sides. We do work together to provide services, but we're not always going to be able to provide the exact same thing on each side. They don't have clay courts over there; we have them here.

Mr. Steiner stated like I said at the last meeting, we all don't have to agree so I'm voicing concern over whether we've explored every option.

Mr. Soriano stated I'd love if I could find another option. This is one of the newest options that I came up with. We've talked about over the years and most of the time it was a joke, we've just never gone that route. Now we have a way to do it and get something in return that makes some people happy.

Mr. Steiner stated if I remember correctly, Peter suggested a pickleball court because I know I for one didn't know what pickleball was and this was some time back and the decision was made to do these other measures with the court. If there's a demand from Phase 2 for pickleball and this solves the problem, but I'm thinking we're putting another band aid.

Mr. Morris stated my understanding from the universal pickleball association folks that were here last month is that it was people from both phases that were participating, and it was 50 or 60 people. I think we all need to advocate for phase 2 broadly and if it benefits Middle Village as a whole, I'm all for it. I don't want it to be a band aid. I think all of us would concur that it's in our interest to eliminate as much vandalism with whatever is happening. Because of our reciprocating agreement, we're not eliminating basketball, we are attempting, hopefully in our best efforts to accommodate the desires of the residents. Are we still going to have basketball available in Oakleaf Plantation? Absolutely, I think we always will. We have pickleball available now in those two spots or however many it is in Phase 1. A perfect world would be that we have the cash and reserves to be able to build pickleball courts in addition to the basketball and it would be great if we could fence in everything. We just don't have that kind of capital. While I appreciate your passion, I just want us all to look at what is in the best interest of Phase 2 overall.

Mr. Steiner asked have you gotten any other reports back from any of the security folks on how many people they're turning away because they're not residents?

Mr. Soriano responded I can bring you numbers, but these guys are doing a lot better than the old crowd of keeping people out, so we are seeing a smaller group here. Here is our next problem though. They let people in as guests, most of these are guests of kids. Without the security guard coming up to the fitness center to check to see if they still have guest passes, most of these are checking people in pretty much every day. We don't have a way to see that they're adding guest passes. I've gotten this question from residents before that how come they get unlimited guests at the basketball court when I don't get unlimited guests at the pool. I just don't

have a way to track it. You only get so many guests and after that you have to pay for more. If we were to start doing that, I bet you would cut out a whole lot more because they're bringing their friends with them quite a bit and you don't get to do that at the pool or fitness center.

Mr. Swartz asked do we know how many people are using our basketball courts on a weekly basis?

Mr. Soriano stated I'd have to pull a report. It'll track it from what we actually can record. We don't record all of the guests; we just look to see if they're coming in with a resident and we write that down so I'd have to tally it all up. As long as we have a guard there it is better control. With our last group there were lots of nights where the guard wasn't there and it's almost like a bullhorn. At night you'd come out here and there would be 30 or 40 kids out here with no security guards. With a security guard there, it's our normal group and I can promise there is a resident there at least claiming their guest. So, we have to have that security guard there to have any control whatsoever.

Mr. Steiner asked how are you going to control the pickleball courts if people are bringing guests?

Mr. Soriano responded we're not, the way we don't control tennis right now, but we don't see that problem at tennis. You're talking about the type of facility. We don't have the same vandalism at the tennis courts either. You are not alone. It's never easy to take anything away and everybody is always going to argue that we're just taking it away from them. I get it. On the other side, speaking to Double Branch it was the same way. I have a board member there that is concerned that we're taking away from them. Even though we're going to be building a new facility that people are going to use and enjoy, it seems we're taking away from them, and they'd rather not take away. In the perfect world we could just build something.

Mr. Steiner stated in the areas you had mentioned, swim meets and everything else, we're not eliminating, we're reducing access. If we take away the basketball court, we have eliminated.

Mr. Swartz stated that's not true, we still have them on Phase 1.

Mr. Steiner stated we have eliminated in Phase 2. The fact that we have one down there in Phase 1 and the fact that we've got the courts behind the high school, I would assume that the high school has a policy about not being on grounds when school is out, so I won't even go down that one.

Mr. Soriano stated it used to be open and I'll just let you know they are changing that. They are actually fencing that entire high school in right now. The elementary school tried that a couple of years ago and they've torn it down since then. They had that fence that went down by the road and all the residents complained if you remember they were emailing us. They are now putting up the faux iron by the building itself and it is wrapping around that whole high school area, which is going to be a lot of money for them.

Mr. Steiner stated they're not immune to the same conditions we're facing. That's my thoughts on this. We don't have to agree, but at least I've raised some issues that I think are pertinent. I think what would be more important than putting pickleball courts in, is looking at the capability to see if it's the only area so that we can have the environment similar to Phase 1.

Mr. Soriano stated I can do that. It's a large expense at first. If that's going to be our main concern is let's keep it and let's not deal with pickleball stuff and let Double Branch deal with theirs. We talked about fencing for the pool and then we kind of got rid of that idea because of the cost, but if we want to do fencing all the way around, we can get rid of that guard. It will take us a couple of years to recoup, whereas with this we get the savings right away. It's not a loss because we do have better control of the place and hopefully less vandalism and we have this nice enclosure, at least on some areas.

Mr. Steiner stated you have more control over the Grand Lawn, more control over the pavilion if people are having to come into the building.

Mr. Soriano stated as long as we can get past that large cost. I was looking at savings involved as the first thing. If we can save \$50,000 to \$60,000 every year, that happens right away.

Mr. Hartigan asked do we have any idea what it would cost for us to entirely fence it?

Mr. Soriano responded no, but it was \$40,000 something when we looked at increasing the size of the fencing for around the pool so you can probably double or triple that.

Mr. Swartz asked just so I'm clear on what we're talking about, we're suggesting fencing this entire area here?

Mr. Soriano responded I would probably look at where the sidewalk goes back here enclosing the playground, basketball courts and then coming up next to the building and on this sidewalk here going to the building and then connecting to the tennis courts. We'd have to increase the size of the fence for the pool, but that would end up enclosing this whole facility.

Mr. Swartz asked but here you're saying just another separate fence?

Mr. Soriano responded straight back to tennis yes, across the back of the Grand Lawn in between the other lawns.

Mr. Swartz asked so we would enclose the Grand Lawn too?

Mr. Soriano responded the wedding lawn, yes. You can only deal with that wedding lawn if you're renting it. We don't allow people to play games on it and dogs can't be on there, so other than walking through nobody is supposed to be using that anyway.

Mr. Morris stated why don't you get prices. We're guessing at stuff.

Mr. Swartz stated that's something we've been talking about for years is having better control.

Mr. Soriano stated it does create one issue. Let's say I'm walking from the Preserves. I have to walk all the way around to check in and I'm going to be mad about that. Or you can put in another access, but then you've just defeated your purpose. The one thing that everybody complained about over here at South Village when we designed everything over there is we had four entries around that pool; one for the bar, one in the back for their maintenance group to get in to clean the pools, one on the side by the parking lot and then you had your amenity center, so there was no way for the amenities group to keep track of who is coming into the pool so eventually they had to shut them down and just leave the one open at the bar.

Mr. Steiner stated we already have that condition at the tennis courts.

Mr. Soriano stated we do, but I don't want to spend \$150,000 and still have that problem so that's why I'm warning you.

Mr. Steiner stated I'm stating the fact that when we put the fencing in back there in the back where the equipment is you took away the back entrance that you used to be able to come in from and go straight through the tennis court area and you now have to walk around here to the front and come through the card reader.

Mr. Swartz stated you're only talking about a 50-yard difference though, he's talking about almost a quarter mile.

Mr. Steiner stated I'm talking about people coming from the Preserve, Cambridge and Briar Oak.

Mr. Swartz stated I follow you. I'm in Creekview, so I come right across that boardwalk, so I know I'm going to have to come all the way around here and I understand what you're saying, but the difference in the tennis court is about 50-yards difference.

Mr. Steiner stated I'm just simply asking that we make sure we're looking at all the options. Putting in pickleball and taking out basketball, fine, but it's a band aid approach. We have other areas where we're having other violations of people coming in unchecked. If we've got the same kind of set up out here, we have the potential of people coming in and making it available to all the guests in the world so if it's guest control, then this is not a solution for guest control.

Mr. Hartigan asked how high of a fence and are we talking a thicker gauge similar to Double Branch to where they can't pull it up?

Mr. Soriano responded that's not what I would suggest wrapping this place in. That won't work as good. We're talking about the eight-foot faux iron fencing that would go around. The basketball court, right now they have ten-foot fencing and ours is eight-foot. Ours is probably a 12-gauge and theirs is six. It's much thicker.

Mr. Morris stated just price out good options. It's just another potential solution, because we're not deciding anything today on pickleball.

Mr. Soriano stated I can bring that back. If that is something we really want to do, then that is to actually solve the issues at the basketball court and other areas because then we have control, it's just that high cost to start with, but then that means we're done dealing with pickleball and I can tell Double Branch they have to find a way to deal with their stuff over there, so they are two different projects.

Mr. Swartz stated I think it goes back to the statement you made that this is the racket sport side of our community. It does make sense to have that over here, and if there was any expansion to do, they could add a basketball court there, which they do have the room on the side of the basketball court to expand.

Mr. Soriano stated it's not big enough. I did look at just putting pickleball there. I can only get like a half court size.

Mr. Swartz stated where we put all those extra trees in that one year.

Mr. Soriano stated they have a matching shed there just like yours. About the only thing you could do is there they could expand back to where the fire pit is, but that's high construction

costs then. That is the only open area that they have. To do pickleball here it wasn't new construction, it was painting and things like that. Even taking that damaged fence down because I don't see issues with pickleball like that and then we don't have to worry about fixing fences.

Mr. Swartz stated that's my point though is if this is the racket sports area and if basketball was such a need that they needed more space, then they could look at the construction side as we've done in the past and help them out with some things and they've helped us out, we could be involved in that.

Mr. Soriano stated I could try to look at it that way. If you guys are already spending \$100,000 something on fencing to wrap a huge amount of area, then it wouldn't make sense for them to ask for you guys to spend money on resurfacing or construction or anything. They could spend their own money. Then we could say there's more basketball over there. You still have the problem that people are going to be mad that you're taking things away. If you remember, I bought brand new fitness equipment downstairs and we still have people complaining about the positioning of where something is. It's a change and people aren't going to like it, but with that much money I just think the other things that we could do will still benefit the community. I'll bring back the numbers for the fencing.

Mr. Steiner stated just another thought. What would be the cost and is there a place, for just a single basketball court?

Mr. Soriano responded a single basketball court wouldn't be as much of an issue cost-wise, but you still have to put it some place you could control.

Mr. Steiner stated I'm assuming when we put pickleball in, part of what we're wanting to do with pickleball is get it under control as well.

Mr. Soriano stated I just don't see pickleball being an out-of-control issue. Let's look at outdoor recreation. Cities that have public chess tables, I don't see people fighting at those. It's just certain things. Can it happen? Yes. Basketball is noted everywhere for those issues, but we just keep trying to find a way to fix it and eventually we will. If we enclose this, it's going to create better control. When you have a guard there, it creates better control. If we do both of those things we have great control, but at what cost? That's the biggest issue. That's why we're discussing this, because when you have these ideas it's a good way of looking at it, what else can they do compared to what we do. I've been doing this for quite a while when it comes to the basketball courts trying to figure out what else can we do to make it better, safer, cleaner. If you

go out there right now there is trash everywhere, yet there are three trash cans right by where they sit and play. You don't see that on our pool decks or on the tennis courts. It's the same issue. We've been dealing with this for years, so any ideas to make this work out is always welcome. We can talk about this every month. I told pickleball nothing is going to happen right now.

Mr. Swartz asked did they expect any kind of deadline? Were they hoping for a time to get it done?

Mr. Soriano responded they're expecting it every month. When you have a group coming to you and making those requests, they want something now. They don't want to hear us say let us think about it, but that's one thing we've done well over the years is take our time and figure out if it's truly the best and there are some things we do that we get a couple of complaints out of or one that it costs us more money, but I think overall when you look at how well we've operated over the years and budget-wise especially, I think we've done a good job.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert stated over the next couple of months we will probably need to get a proposal from your engineer. There was a new law passed that was included in the information we were providing you as the legislative session was going on that every special district that operates a stormwater management system has to complete a 20-year needs analysis and there's various information that has to be included within that and then it has to be redone every five years so we will provide a scope of services to your engineer and ask them to provide a proposal for the Board to consider and at that point I can provide you with some more details on implementation of that law.

We also have a suspension hearing today at your sister district for an incident that occurred over here, but because that person is a resident of the other district, they will be the ones handling that.

Mr. Morris asked there's no need for anything on our side?

Mr. Eckert responded no. The suspension is reciprocal. There is a suspension that is reciprocal currently, this is just a hearing for the Board to decide if they want to extend the suspension any further and then that would apply to both district's facilities.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

Ms. Giles stated thank you for allowing me the opportunity to introduce the iPads. As we work through them, if any one of the supervisors just does not want to use an iPad, let me know and I can have Courtney still print an agenda book for you. I will tell you that GMS paid for the iPads and each District Manager has a set that we take from district to district. I think you'll see a cost savings there. We will continue to email the packets out a week before and if there are any last-minute changes to the agenda, Courtney will make those changes electronically, you'll get an email with those changes, the new packet will be updated on the website and you all will have the current version loaded on the iPads.

Mr. Swartz asked so you're going to continue putting it on that Dropbox to download and you're just updating the Dropbox?

Ms. Giles responded she uses the Dropbox when it's too big to email so I think that's how they came this time.

Mr. Swartz stated that's fine by us.

D. Operations Manager – Memorandum

Mr. Soriano stated we just had a couple of neighborhood events at your sister district. We've already done our last event for a while here. Over at your sister district we finished out the last of the dive-ins at their pool and this past week we got back into the movies on the green, so we have a food truck night and the movie on the multi-use fields. We also had a dog park grand opening. This is a small dog park that we have opened up over there. Since I put that on the website starting a couple of months ago to prepare for this grand opening, I have been inundated with complaints from the Phase 2 side because they don't have a dog park and they're not walking over there. None of our parks or playgrounds are designed for driving. It is a walking neighborhood, so there's no parking spots and I had to remind people by email even for the grand opening to ask them to be courteous because I could see people driving up the first day, but I didn't want them parking in front of people's driveways or on their front lawns, so everybody was good this weekend. The rain cut down on the participation, but that was a big part of the complaint that you don't have a dog park over here, so we have gotten a lot of requests for that.

We've kind of opened up and you are allowed to have your dogs out here now, but make sure you follow certain rules. I told them they can come to the Board to make a request for the future if they want to attend meetings.

Mr. Swartz stated on all these projects that we keep talking about, we've brought this up before, but it would be really helpful if we had a good-sized map here in front of us for when we're talking about this.

Mr. Soriano stated I've printed pictures off before and we've joked that it's a lot of ink, but now that you have these iPads in front of you, it is easy for us to put good maps of the neighborhood.

Mr. Swartz stated to my point specifically, undeveloped areas that we could use, because there are things on there that aren't really our property, so that when we're talking about wanting a dog park we could look and say there's no space or there is space to put it.

Mr. Soriano stated I can do what I can. I can't show you everything on there. We are online though so just the same way I do with residents when they call up, I direct them to our property appraiser's website and it pulls up a great map and you can click on every single spot and you will see when it was built, square footage, who owns it and things like that. This is very useful when I get residents calling me and they want to know who is taking care of this little spot of land in the neighborhood and it's not really ours, so we don't take care of it. Whitfield has three of those that I've had to explain to people over the years that they are not owned by the district, they were leftover plots that the developer didn't make the right size so we can't build a house on it and now they just sit there. That website is great for seeing things like that and it allows me to give you guys images of what we could do there so we'd be able to use those in the future. You'll see it on future emails. I did take pictures of all the dogs in the dog park out there. There's another project they're working on, a big trail that has a pedestrian bridge that we're building, and it will open up a three-quarter mile mulch trail. There were plans here when we first developed this property for a very large mulch trail. I'd prefer not to look at it, but I've had people ask about it. It goes on the back side of that pond. That's why when you walk around Briar Oaks, there is an opening on that side where the pavers end and it starts a mulch trail.

Mr. Swartz stated it ends with a fence.

Mr. Soriano stated no, it will go into grass, there's no fence back there other than on the houses so you can keep walking back. However, back there is where I've seen the largest gators

out of all of our ponds. There are gators in every single one of our ponds, but most of the others are little guys. That's where the biggest one sits, and you can see it when we drive back on the ATV where the nest area is so to me that wouldn't be the best area to do a trail but I've had people ask about those things too. We can put pictures of those type of projects on there. They did go with the recycled material just like your gazebo work and our walkway so that's helped out because a lot of the woodwork I've had to do for them we're doing in the shop and doubling everything so we're purchasing the Trex material to get ready for theirs and I have a bunch for your walkway.

I had on the report a mention of Christmas lights. This was more for your sister district. I don't get as many requests here, although last year we did get the resident request to do a resident-run program for decorating and we only had one resident get involved and decorate the columns. We do everything, but I do come to you guys every year and ask if there's anything more we want to spend money on. We spend a lot of money on Christmas lights. Most people don't realize how much money because it's spread out. I start putting up Christmas lights this month because it takes a while. We don't turn them on until after Thanksgiving, but we start doing everything in October, so I wanted to ask if there's anything specific you guys wanted or requests to spend money anywhere to make it more grand. If not, moving.

We have one more weekend with the pools open for families. We are on that extremely limited schedule and if it wasn't for the warm weather, I don't know that I would have seen the one family I saw this weekend, but we are closed down and we get to that point where it's adult only for the rest of the season. That is at your lap pool. We will turn the heaters on. Usually, we start testing out the heaters the last week of October or first week of November to make sure everything is good. We are no longer in that warranty period so anything we have to do we will have to pay for when it comes to repairs. If you remember, that is something I haggled with our installer to get extra years out of, and we are out of that time now.

On the operations side, the note on tree lighting is for the Willowbrook entrance so we did dig in our last couple of trees and planted the posts, however I'm working with Clay Electric because Willowbrook did some work to their signs and now they have their own LED signs. I haven't reached out to them to see if they still want to allow us to hook up to their work. That was part of the original plan that we were going to hook up to their meter and in return we were going to buy them their own LED lights. I'm not sure they're still going to want to let us get

electricity from them. I have asked Clay Electric. One of their big problems back when we first started that project was, we have three phase power running along that road with those big lights that are in front of the high school and that is not something we can hook landscape lights up to. I've asked them if we install our own power inverter if they would allow us to deal with the power inverter. You can drop three phase down to a single phase but it's something our electrician would have to do and we would be able to hook off the first light, which is in line with our first landscape light on the tree so if they allow us to do that, not only does it save me some trenching area, but it's already our meter and we don't have to deal with Willowbrook so I'm waiting to hear from them and then we will be able to hook up that last bit of tree lights.

I wanted to update you guys on the promenade. We did do quite a bit of work tracing and hunting things down. I have a whole list of damaged LED lights and blown ballasts. The last couple of years we've been switching those out and going to all LED out there. There is one short on the pole that they pulled out of the ground for development, so I can send them a bill for repair and see how they respond, however the electrician had some concern that there's not really a way to prove that any of the other damage came from that short. I think it's highly coincidental that I have that many problems and it all started occurring when they pulled that light out, but the rest are on lights that sit on other properties, so behind the Preserves or behind Cambridge. We will have to pull all those ballasts and switch out all the LEDs, which was the ultimate plan anyway, I just don't know if we'd be able to recoup money from them. I can try.

Mr. Swartz stated the worst they can do is say no.

Mr. Morris stated I saw where they started vertical.

Mr. Soriano stated yes, they've started putting in some of their concrete foundations and doing a little work. There are walls constructed for buildings to go up. That leads me to this last section in the discussion, an area that is additional maintenance issues at the clock tower quadrants. That area has turned out a little different than what the original plan was, and we also have a newer tenant on the clock tower. They've been there for a couple of years, and we've had other issues, that is the church that resides on the southwest quadrant. They have emailed us to ask us to give them some kind of clarity on exactly what we do and what is ours because they feel they're taking too much maintenance on the parking lot, and they would rather us pay for that. I have let them know multiple times that we don't do that, that the parking lots are there for the businesses. We have the slip lanes and realistically we don't own the slip lanes. So talked to

Peter a couple of weeks ago to figure out how this started. The county will not take responsibility for those slip lanes. We created them, but they sit in the county right of way and we don't own that property. We don't own anything in the quadrants. We may have some easements for electrical because we do pay the bills on the streetlights, but we don't own anything. We handle general maintenance for the right of way like we do everywhere else. We pay for somebody to go up and down the roads and pick up trash, we handle irrigation, and we install the plants. We've talked about that before and we're not really installing new plants until that place develops so we don't spend a lot of money up there. We do mulch every year, that's the easy thing to do, but as far as the parking lot spaces and the sidewalks inside, those would have been handled by those businesses there. They really don't like the idea of having to take care of that. We do have an agreement with the other quadrant, the UF building. The developer that is there, Don Hinson, we have an agreement with them, and we do cost sharing for the lights and the reason for that is we were going to take care of not just the slip lanes, but the roads coming back farther. Years ago, there was a plan for there to be some green space on the promenade. This was a very long time ago. That is gone. There was no land deeded to us, so we didn't get a park or playground there on that corner and there's no construction funds that I know of so unless we were going to spend new money, we weren't going to do anything out there. However, to me that means the plan has changed. All the things we thought we were going to have part of, some kind of ownership or responsibility, we don't, so I'm leery about telling anybody that we're going to take on more responsibility for areas we don't own.

Mr. Morris stated absolutely not.

Mr. Swartz stated I totally agree.

Mr. Soriano stated they have asked to speak to me and Marilee and get more clarity and they even asked for something in writing. We really shouldn't be doing anything in writing for areas we don't own, because to me it's the same understanding. We don't own a lot of the areas going up and down this road, but then we don't take extra responsibility either. We cut the grass and we pick up the trash and we pay for the streetlights.

Mr. Morris stated I mentioned this the other day. I'm assuming you've not seen any preliminary drawings of what they're wanting to do on the quadrant have you?

Mr. Soriano responded they haven't shared with me their plans. I've only seen a general survey and they were asking questions about why their property goes through the middle of some parking spots. I get that, but those parking spots are there for the businesses.

Mr. Morris stated and it's certainly not a classical business that we would have anticipated.

Mr. Soriano stated right, and I think that's where a little bit of the idea changed. There wasn't supposed to be a church there, it was supposed to be commercial businesses.

Mr. Morris stated I would say first, no, we're not going to do that. But, if we wanted to enter into some kind of cost sharing perhaps for the lights that line the circle, that part of the quadrant, I think that is great, but we don't even know what their plans are for the rest of that property, and it may be that perhaps even the sidewalk part adjacent to the parking spaces will be gone. I would imagine some of that would have to be taken out in order for it to provide parking to their church building.

Mr. Soriano stated he did mention that they're going to be building their own parking lot because they need a lot more spaces, especially a church the size that they're talking about. I just think it's a weird spot and there were understandings between the developers and the district back then, but it's not the direction the development has gone so I don't know that we need to stick to that either. I was really bringing to you guys because we're going to get more questions about that and just to let you know, Mr. Hinson says the other two quadrants there's no hopefulness whatsoever so it will be a while.

Mr. Morris stated even a cost sharing digs deeper into their pocket if we're going to do the lights that line the street, but that's as far as I would take it.

Mr. Soriano stated right now they have picked up the cost for the lights in their side of the parking lot. They wanted that a couple of years ago and I let them know our streetlights are already paid for. What is inside is to light up those parking spaces, and there are some that sit in that border, but they're not meant to be there for the streets, they were added to that parking lot, so they wanted to light that area up so they could do events so they're already lighting the place up and they did install LED lights to keep the cost low.

Mr. Steiner asked where did we end up on this? We're not going to submit anything, or we are going to?

Mr. Soriano responded I'm going to submit the entire bill from the electrician right now and ask that they cover it.

Mr. Steiner stated I'm talking about what we were just discussing for the church.

Mr. Soriano stated I'm going to leave it to them. What I would suggest for almost everybody when we have these situations is I bring it to you guys first to get a feel for how you want me to proceed. If they don't like that answer they can come in and ask themselves and go through a little more detail if they'd like. If they say we want to do just the lights or just these five parking spots but all the rest we're going to take care of, they can come to us with more detail, but I've explained it to them two or three times now over the years, it's just lately now they're getting ready to clear some of those trees and they want a little more understanding. I don't think we should be talking to them about putting anything in writing. We don't even do that now for things that we do take care of. That's just going to be something they're going to have to take themselves.

Mr. Soriano continued with his report. The last thing I wanted to mention is we have a letter from our security company. They would like to increase the cost of services starting January. I let them know the price increase isn't something that bothers me that much because they were one of the lower ones we looked at in that bidding process, and they have been working hard to try to meet our needs. My concern is we've already done our budget. Right now, we are at \$22.50 per hour and they would like to move up to \$24.95.

Mr. Morris asked how long have you guys been working for us?

Ms. Muntean responded since May.

Mr. Morris stated so that's five months.

Ms. Muntean stated the increase would start January 1st, so seven months.

Mr. Morris stated because we've already done our budget, I would say no. Come back and let's make it a discussion point going into our next budget, because we've just approved it 30 days ago and it could have been a line item that we could take under discussion, however it's almost like a bait and switch kind of thing. One of the primary reasons we selected you guys was because you came in at the right price and we were already taking a pretty significant hit on the cost of security prior to engagement with you. It doesn't feel right, but I'm certain it's something we would welcome a discussion on going into our next fiscal year.

Mr. Hartigan asked did you know about this potential increase 30 days ago?

Ms. Muntean responded I wasn't aware that your budget was October 1st and typically we get them out in September for all price increases that we do. Our standard contract said we don't

increase any rate, so even if somebody started June 1st, it's six months so our contract says we're not going to bait and switch you. That's certainly not the intent. We did not increase any of our client's rates last year strategically and we took a huge hit on that and we didn't do it because of COVID. This year it's not sustainable to not increase. I think you guys have seen throughout any industry, trying to get gas, trying to get any work done on your house, anything that you do now is more expensive so the cost of everything is more expensive. Last year we didn't feel any real hit from COVID as far as having to increase our wage rates, us being charged more from our vendors, our insurance costs going up, the cost of vehicles and right now for us to get a used vehicle we're paying 40% more. There are just no cars on the lot. Having said that, we probably started to feel it in April, and we weren't really sure what was going to happen as far as how much we were going to have to increase pricing and what we were going to have to do, but we've done a lot of internal analysis and we track our pay rates quarterly and our pay rates have gone up 35% and that's to get somebody to answer an ad. We have six portfolio companies and we're spending \$10,000 a month because we're having to sponsor ads to get somebody to answer our ad and we're having to beg people with sign on bonuses. With that, we've also had to increase the wage rates of our current staff because you can tell people their pay rate is confidential, but they don't keep it confidential. I can't pass on a 35% increase to my clients. Nobody could withstand that, so we looked at what is reasonable and what we needed to do. I can't hire anybody at less than \$15. People were getting paid to stay at home and getting all these stimulus checks, and they come in demanding what they should be paid so I'm having to pay a standard officer \$15 an hour to get them in the door. Supervisors are \$17 an hour. The gross up for us to pay workers comp, taxes and all that is at least a \$2 increase. If I have a minute of overtime, I'm at least \$25 an hour that I'm paying somebody to stand guard. A lot of security companies are going out of business. Overtime is our responsibility to manage but that is basically breaking even the minute that I do have overtime. I may be able to get it down a little bit for you guys until your October budget. I don't want you to feel price gouged, but over the last six months it's been very interesting as far as that is concerned. I can't keep it at \$22. It's a loss-making business for the company at that rate.

Mr. Swartz asked do you have a number of what that would be from January to October for us?

Ms. Muntean responded I can put it in Excel for you guys because each month varies. When somebody doesn't show up because they called out sick or they're running late and we're trying to get it filled we do credit you guys for that.

Mr. Swartz asked but generally, what was it 22 something?

Mr. Morris responded 13%.

Mr. Swartz asked so that is that going to mean in a total dollar amount for us?

Ms. Muntean responded I don't know, but I can definitely get it for you. Because there is a pay variation it does change from month to month but I can get that to you guys so you know each month what that would look like and what that total looks like for your guys because you're not getting an increase October through December so it would be for January through October. Since it doesn't start until January 1st I can get that to Jay and you guys can review it and I can come to the next board meeting to talk to you guys about that. It's just been really hard getting people in the door, and we've had to kind of throw our hands up. We have our audit committees and board meetings and every quarter I have to answer about why I approved this rate and I've increased the wage rate X amount and I'm like, this is what I have to do.

Mr. Hartigan stated you are asking us for a pay increase in January and you have a quarterly meeting. What is going to prevent you from coming to us and saying that still isn't enough, we need more?

Ms. Muntean responded I think if you look at the contract, I can't do that number one. Number two, I wouldn't do that. That is your rate for the year. We do one annual price increase.

Mr. Hartigan stated that's what we thought we agreed upon to start with.

Ms. Muntean stated in the contract it said we had the right to come back in six months. It is in our contract that we will not increase anybody for the first six months but after that we have our annual price increase. We've never done a price increase other than annually and like I said, we didn't even do one last year because we felt like the customers wouldn't be able to withstand it and we hadn't felt the effects of the inflation until April of this year. If I can't get people in the door and I have to pay \$20 an hour I'm going to come back and say it's one of two things; I either have to pass that increase on, or I can't do it. I hope we don't see that. I think that would put everybody in a predicament if that's where any hourly wage rate went to, so hopefully this is it. My hands are kind of tied on it, but like I said, we don't just throw out a price increase just to throw out a price increase and we certainly wouldn't do it without coming to talk to you guys.

The contract says we have the right to come to you annually after six months to increase the price.

Mr. Steiner asked where do we stand on this contract?

Mr. Eckert responded I think you may be referring to the standard contract that you all have and if you recall we heavily negotiated this one and the first thing I would say is the contract has a 30-day termination without cause for either party so either party can give 30-day's notice and walk. The provisions that we negotiated says that for services described in the agreement, the District agrees to pay contractor \$22.50 per hour for work performed. After May 15, 2022, the contractor may ask the District for an increase in the hourly rate based on the change in the labor market conditions. It further provides that for any renewal term, the parties agree to attempt to negotiate adjustments to the hourly fee if an adjustment is proposed by either party. So, we did address the labor market shortage, at least the anticipation of that. Perhaps not the severity of what we're seeing in the market at this point in time, but that was the deal that we negotiated. It's not the standard contract that they have, but that's where we landed was that they were not going to come back to us for a cost adjustment until May 15, 2022. Nothing prevents them from doing that. I've provided you with the information on termination, so I just want you to understand the last version of the contract that I have that I was able to access had this provision.

Mr. Hartigan stated according to what you just read there is not a six-month provision.

Mr. Eckert stated I don't have the signed version, this is the last version that would have come from my office in Word form to be signed, so if you have something that says six months on the signed document, I'd be happy to look at it.

Mr. Morris stated his reading is that you can't come to us for an increase until May.

Ms. Muntean stated I could have sworn it was six months. If it's not, I can see if we can push it to May. I'm going to check what we have. I know we specifically negotiated this, and I know that was an issue that we talked about so I don't know if we landed on May. I'll take a look at that.

Mr. Morris stated do that, and Marilee if you can hunt down the executed agreement.

Mr. Eckert stated I'm looking at it right now.

Mr. Morris stated you were also going to submit to Jay an analysis of what that impact would be that Mr. Swartz had requested.

Mr. Soriano stated I just looked at it really quick. On average it's going to be \$311. It's not a lot, but that's on top of what we already pay, and we pay a good amount. We have 127 hours a week and they're talking about \$2.25 an hour, so an additional \$245 for each week.

Mr. Eckert stated the signed contract says May 15, 2022.

Mr. Hartigan stated so we're going to be just shy of \$15,000.

Mr. Soriano stated unless there are any questions on the maintenance items that were completed last week, that is it for my report.

Mr. Steiner stated just out of curiosity, are we still keeping up on the rentals? They're not in your report.

Mr. Soriano stated I noticed that. Sometimes I go really quick and don't copy Wanda's information that she sends me. For August there were 29 rentals. 16 of the 30 days were rented so we're picking up a tiny bit. It has helped that we have gone back to 100% capacity, but people are still a little bit hesitant. She is getting a lot of tours so we were hoping that we would get back to that every weekend rental. In the future when I have these issues if I notice that they're blank and I've forgotten something, that is the good part about the iPads is I can send them to Courtney and Marilee and get those put in for you quickly.

NINTH ORDER OF BUSINESS

Audience Comments / Supervisors' Requests

There were no audience comments.

Mr. Swartz stated just a point, Jen made some points that I think we need to consider going forward: the labor market, cost of things and inflation. With next year's budget we're going to have to work really hard to keep our streak of not raising assessments.

Mr. Soriano stated staffing-wise it was in there. When we started that budget process a few months ago that was a big one that I had to tick up. I have a spreadsheet for the next five years because that is the way our minimum wage goes is the same case for those few that we talked about paying a little bit more. It doesn't work when your minimum wage is coming up and now, they're only \$0.50 more when at first they were \$3 or \$4 more so it's the same issue we get everywhere and I've already planned that out for the next five years. As far as keeping assessments level, that is a little different. We're 18 years old so that's going to be much harder. I can plan and control staffing really well knowing how many hours we're going to be open and how many people I need. It's those things that jump up like repairs or when we want to do the

new facilities we may not have planned for. We touched on this last meeting, the capital study that helps to go along with all of my plans too and gives me a good guideline year after year for what we're going to spend.

Mr. Swartz stated yes, the costs that we looked at five years ago are going up. We couldn't control chips in cars not being available and those kinds of things.

Mr. Soriano stated right, and we mentioned possibly doing this study again. It's a few thousand bucks, but it's a good backup to have for that planning every five or six years.

Mr. Morris stated I am announcing that I am stepping down effective today. I am now no longer going to be a resident of Oakleaf Plantation. My wife and I are in the process of moving over to Mandarin in Duval County and I want you to know it's been a distinct pleasure serving on this board for the past 13 or 14 years. It's been fun to be able to have been able to keep our assessments flat for that period of time. There were a couple of times, particularly during 2008 and 2009 when we could have and needed to raise pretty significantly and we were able to navigate through that without doing so to the benefit of all of us residents, so I wanted to thank all of you. This is my last meeting. I wish you all the best going forward and managing Middle Village Community Development District.

Ms. Giles stated we will send you a Form 1F to fill out and submit.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting

Ms. Giles stated the next scheduled meeting is November 8th at 2:00 p.m. here at the Plantation Oaks Amenity Center.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Steiner seconded by Mr. Swartz with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Middle Village

Community Development District

Unaudited Financial Reporting
September 30, 2021



Middle Village
Community Development District
Combined Balance Sheet
September 30, 2021

| | <u>Governmental Fund Types</u> | | | | <u>Totals</u> <u>(Memorandum Only)</u> |
|--|--------------------------------|-------------------|------------------------|---------------------|---|
| | <u>General</u> | <u>Recreation</u> | <u>Capital Reserve</u> | <u>Debt Service</u> | |
| Assets: | | | | | |
| Cash | \$261,437 | \$270,854 | \$827,283 | --- | \$1,359,575 |
| Investments: | | | | | |
| Series 2018-1 | | | | | |
| Revenue | --- | --- | --- | \$827,306 | \$827,306 |
| Reserve | --- | --- | --- | \$356,794 | \$356,794 |
| Prepayment | --- | --- | --- | \$11,783 | \$11,783 |
| Principal | --- | --- | --- | \$2 | \$2 |
| Interest | --- | --- | --- | \$1 | \$1 |
| Series 2018-2 | | | | | |
| Reserve | --- | --- | --- | \$118,875 | \$118,875 |
| Prepayment | --- | --- | --- | \$4,018 | \$4,018 |
| Operations | | | | | |
| Custody Acct - Gen Fund Excess | \$42,755 | --- | --- | --- | \$42,755 |
| Custody Acct - Rec Fund Excess | --- | \$11,169 | --- | --- | \$11,169 |
| General Account | \$46,384 | --- | \$702 | --- | \$47,086 |
| State Board | | | | | |
| General Fund | \$92,048 | --- | --- | --- | \$92,048 |
| Recreation Fund | --- | \$260,686 | --- | --- | \$260,686 |
| Capital Reserve | --- | --- | \$528,983 | --- | \$528,983 |
| Due From General Fund | --- | \$115,090 | \$200,000 | --- | \$315,090 |
| Due From Debt Service | \$10,705 | \$83,057 | --- | --- | \$93,762 |
| Due From Capital Reserve | --- | \$5,065 | --- | --- | \$5,065 |
| Due from Other | --- | \$28,504 | --- | --- | \$28,504 |
| Electric Deposits | --- | \$13,383 | --- | --- | \$13,383 |
| Prepaid Expenses | \$11,527 | \$57,290 | --- | --- | \$68,817 |
| Total Assets | <u>\$464,857</u> | <u>\$845,098</u> | <u>\$1,556,968</u> | <u>\$1,318,779</u> | <u>\$4,185,702</u> |
| Liabilities: | | | | | |
| Accounts Payable | \$200,739 | \$16,443 | \$60 | --- | \$217,241 |
| Accrued Expenses | --- | \$36,429 | --- | --- | \$36,429 |
| Due to General Fund | --- | --- | --- | \$10,705 | \$10,705 |
| Due to Rec Fund | \$115,090 | --- | \$5,065 | \$83,057 | \$203,212 |
| Fund Balances: | | | | | |
| Unassigned | \$149,028 | \$778,844 | \$1,551,844 | --- | \$2,479,715 |
| Nonspendable | --- | \$13,383 | --- | --- | \$13,383 |
| Restricted for Debt Service | --- | --- | --- | \$1,225,017 | \$1,225,017 |
| Total Liabilities and Fund Equity | <u>\$464,857</u> | <u>\$845,098</u> | <u>\$1,556,968</u> | <u>\$1,318,779</u> | <u>\$4,185,702</u> |

Middle Village
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| | Amended Budget | Prorated Budget 9/30/21 | Actual 9/30/21 | Variance |
|---------------------------------------|--------------------|----------------------------|--------------------|-------------------|
| Revenues: | | | | |
| Maintenance Assessments - Tax Roll | \$210,540 | \$210,540 | \$201,820 | (\$8,720) |
| Maintenance Assessments - Direct | \$5,147 | \$5,147 | \$5,147 | \$0 |
| Interest Income | \$5,000 | \$5,000 | \$262 | (\$4,738) |
| Miscellaneous Income | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$220,687 | \$220,687 | \$207,229 | (\$13,458) |
| Expenditures: | | | | |
| <u>Administrative</u> | | | | |
| Supervisors Fees | \$12,000 | \$12,000 | \$11,600 | \$400 |
| Travel | \$209 | \$209 | \$0 | \$209 |
| FICA Expense | \$918 | \$918 | \$887 | \$31 |
| Engineering | \$10,500 | \$10,500 | \$1,273 | \$9,228 |
| Trustee | \$15,144 | \$15,144 | \$15,100 | \$44 |
| Dissemination Agent | \$2,500 | \$2,500 | \$3,500 | (\$1,000) |
| Assessment Roll | \$7,928 | \$7,928 | \$7,550 | \$378 |
| Attorney | \$45,000 | \$45,000 | \$27,354 | \$17,646 |
| Attorney-Foreclosure | \$10,000 | \$10,000 | \$600 | \$9,400 |
| Arbitrage | \$750 | \$750 | \$0 | \$750 |
| Annual Audit | \$5,900 | \$5,900 | \$6,100 | (\$200) |
| Management Fees | \$59,963 | \$59,963 | \$59,963 | (\$0) |
| Information Technology | \$2,350 | \$2,350 | \$2,558 | (\$208) |
| Telephone | \$425 | \$425 | \$615 | (\$190) |
| Postage | \$600 | \$600 | \$420 | \$180 |
| Printing & Binding | \$2,700 | \$2,700 | \$2,054 | \$646 |
| Records Storage | \$200 | \$200 | \$0 | \$200 |
| Insurance | \$11,137 | \$11,137 | \$11,173 | (\$36) |
| Legal Advertising | \$1,500 | \$1,500 | \$2,133 | (\$633) |
| Other Current Charges | \$150 | \$150 | \$74 | \$76 |
| Office Supplies | \$300 | \$300 | \$241 | \$59 |
| Website Compliance | \$2,250 | \$2,250 | \$2,250 | \$0 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$175 | \$0 |
| Reserves | \$28,088 | \$28,088 | \$28,088 | \$0 |
| Interfund Transfer Out | \$200,000 | \$200,000 | \$221,910 | (\$21,910) |
| Total Administrative | \$420,687 | \$420,687 | \$405,617 | \$15,070 |
| Excess Revenues (Expenditures) | (\$200,000) | | (\$198,387) | |
| Fund Balance - Beginning | \$200,000 | | \$347,415 | |
| Fund Balance - Ending | \$0 | | \$149,028 | |

Middle Village
Community Development District
General Fund
Month By Month Income Statement

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|------------------------------------|-------------|-----------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------|-------------|------------|------------------|
| Revenues: | | | | | | | | | | | | | |
| Maintenance Assessments - Tax Roll | \$0 | \$17,143 | \$171,702 | \$2,502 | \$2,046 | \$1,701 | \$3,335 | \$1,045 | \$2,346 | \$0 | \$0 | \$0 | \$201,820 |
| Maintenance Assessments - Direct | \$0 | \$5,147 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,147 |
| Interest Income | \$24 | \$19 | \$17 | \$42 | \$48 | \$18 | \$20 | \$19 | \$16 | \$24 | \$10 | \$7 | \$262 |
| Miscellaneous Income | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interfund Transfer In | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$24 | \$22,310 | \$171,719 | \$2,544 | \$2,093 | \$1,718 | \$3,355 | \$1,064 | \$2,362 | \$24 | \$10 | \$7 | \$207,229 |

Expenditures:

Administrative

| | | | | | | | | | | | | | |
|--------------------------------|-----------|---------|---------|----------|---------|----------|----------|---------|---------|---------|---------|---------|-----------|
| Supervisors Fees | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$800 | \$1,000 | \$800 | \$11,600 |
| Travel | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FICA Expense | \$77 | \$77 | \$77 | \$77 | \$77 | \$77 | \$77 | \$77 | \$77 | \$61 | \$77 | \$61 | \$887 |
| Engineering | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,273 | \$0 | \$0 | \$1,273 |
| Trustee | \$0 | \$0 | \$0 | \$0 | \$0 | \$15,100 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$15,100 |
| Dissemination Agent | \$208 | \$208 | \$208 | \$458 | \$208 | \$958 | \$208 | \$208 | \$208 | \$208 | \$208 | \$208 | \$3,500 |
| Assessment Roll | \$7,550 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,550 |
| Attorney | \$3,795 | \$1,927 | \$3,696 | \$3,634 | \$2,076 | \$2,000 | \$2,400 | \$3,443 | \$4,383 | \$0 | \$0 | \$0 | \$27,354 |
| Attorney-Foreclosure | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$600 | \$0 | \$0 | \$0 | \$0 | \$600 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Annual Audit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$5,100 | \$0 | \$0 | \$6,100 |
| Management Fees | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$4,997 | \$59,963 |
| Information Technology | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$212 | \$220 | \$2,558 |
| Telephone | \$34 | \$37 | \$21 | \$44 | \$19 | \$37 | \$14 | \$14 | \$0 | \$9 | \$8 | \$377 | \$615 |
| Postage | \$29 | \$35 | \$25 | \$77 | \$26 | \$30 | \$20 | \$83 | \$28 | \$44 | \$22 | \$2 | \$420 |
| Printing & Binding | \$260 | \$120 | \$153 | \$116 | \$186 | \$310 | \$27 | \$179 | \$194 | \$254 | \$198 | \$57 | \$2,054 |
| Records Storage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Insurance | \$11,173 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,173 |
| Legal Advertising | \$244 | \$0 | \$239 | \$117 | \$117 | \$0 | \$209 | \$152 | \$0 | \$139 | \$177 | \$739 | \$2,133 |
| Other Current Charges | \$0 | \$0 | \$74 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$74 |
| Office Supplies | \$21 | \$27 | \$27 | \$21 | \$21 | \$41 | \$1 | \$21 | \$21 | \$22 | \$20 | \$0 | \$241 |
| Website Compliance | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$188 | \$2,250 |
| Dues, Licenses & Subscriptions | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Reserves | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$28,088 | \$0 | \$0 | \$0 | \$0 | \$0 | \$28,088 |
| Interfund Transfer Out | \$200,000 | \$0 | \$0 | \$21,910 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$221,910 |

Total Expenditures

| | | | | | | | | | | | | |
|------------------|----------------|-----------------|-----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|------------------|
| \$229,963 | \$8,829 | \$10,916 | \$32,851 | \$9,126 | \$24,950 | \$37,440 | \$11,173 | \$12,307 | \$13,306 | \$7,107 | \$7,649 | \$405,617 |
|------------------|----------------|-----------------|-----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|------------------|

Excess Revenues (Expenditures)

| | | | | | | | | | | | | |
|--------------------|-----------------|------------------|-------------------|------------------|-------------------|-------------------|-------------------|------------------|-------------------|------------------|------------------|--------------------|
| (\$229,939) | \$13,481 | \$160,803 | (\$30,307) | (\$7,033) | (\$23,231) | (\$34,086) | (\$10,109) | (\$9,945) | (\$13,282) | (\$7,096) | (\$7,642) | (\$198,387) |
|--------------------|-----------------|------------------|-------------------|------------------|-------------------|-------------------|-------------------|------------------|-------------------|------------------|------------------|--------------------|

Middle Village
Community Development District
Recreation Fund

Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| | Amended Budget | Prorated Budget 9/30/21 | Actual 9/30/21 | Variance |
|---|--------------------|----------------------------|--------------------|------------------|
| Revenues: | | | | |
| Maintenance Assessment - Tax Roll | \$1,461,822 | \$1,461,822 | \$1,565,814 | \$103,992 |
| Maintenance Assessment - Direct | \$39,916 | \$39,916 | \$39,936 | \$20 |
| Interest | \$5,000 | \$5,000 | \$659 | (\$4,341) |
| Miscellaneous Income | \$0 | \$0 | \$2,383 | \$2,383 |
| Amenities Revenue | \$55,000 | \$55,000 | \$88,174 | \$33,174 |
| Cost Share Revenue - South Village/Lighting | \$36,662 | \$36,662 | \$28,781 | (\$7,881) |
| Total Revenues | \$1,598,400 | \$1,598,400 | \$1,725,747 | \$127,347 |
| Expenditures: | | | | |
| Administrative | | | | |
| Management Fees - On Site | \$293,904 | \$293,904 | \$299,502 | (\$5,598) |
| Insurance | \$52,534 | \$52,534 | \$51,938 | \$596 |
| Other Current Charges | \$4,000 | \$4,000 | \$3,889 | \$111 |
| Permit Fees | \$1,500 | \$1,500 | \$747 | \$753 |
| Office Supplies | \$500 | \$500 | \$0 | \$500 |
| Capital Reserve | \$31,861 | \$31,861 | \$31,861 | \$0 |
| Total Administrative | \$384,299 | \$384,299 | \$387,937 | (\$3,638) |
| Common Area | | | | |
| Security | \$75,000 | \$75,000 | \$79,797 | (\$4,797) |
| Security - Clay County Off Duty Sheriff | \$47,000 | \$47,000 | \$36,852 | \$10,148 |
| Electric | \$18,000 | \$18,000 | \$14,585 | \$3,415 |
| Streetlighting | \$32,000 | \$32,000 | \$29,774 | \$2,226 |
| Irrigation Maintenance | \$5,000 | \$5,000 | \$3,610 | \$1,390 |
| Landscape Maintenance | \$437,143 | \$437,143 | \$437,142 | \$1 |
| Common Area Maintenance | \$54,847 | \$54,847 | \$48,215 | \$6,632 |
| Lake Maintenance | \$23,668 | \$23,668 | \$18,228 | \$5,440 |
| Misc. Maintenance | \$5,000 | \$5,000 | \$70 | \$4,930 |
| Total Common Area | \$697,658 | \$697,658 | \$668,273 | \$29,385 |

Middle Village
Community Development District
Recreation Fund

Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| | Amended Budget | Prorated Budget 9/30/21 | Actual 9/30/21 | Variance |
|---------------------------------------|--------------------|----------------------------|--------------------|------------------|
| Recreation Facility | | | | |
| Amenity Staff | \$145,000 | \$145,000 | \$166,946 | (\$21,946) |
| Janitorial | \$49,976 | \$49,976 | \$43,828 | \$6,148 |
| Telephone | \$7,200 | \$7,200 | \$9,093 | (\$1,893) |
| Electric | \$78,000 | \$78,000 | \$62,450 | \$15,550 |
| Water/Sewer | \$45,000 | \$45,000 | \$32,051 | \$12,949 |
| Gas/Heat (Pool) | \$20,000 | \$20,000 | \$18,794 | \$1,206 |
| Refuse Services | \$14,200 | \$14,200 | \$18,432 | (\$4,232) |
| Pool Maintenance & Chemicals | \$72,318 | \$72,318 | \$31,029 | \$41,289 |
| Cable | \$5,102 | \$5,102 | \$5,763 | (\$661) |
| Special Events | \$5,000 | \$5,000 | \$2,430 | \$2,570 |
| Office Supplies & Equipment | \$1,500 | \$1,500 | \$1,106 | \$394 |
| Facility Maintenance | \$47,707 | \$47,707 | \$39,924 | \$7,783 |
| Facility Maintenance - Preventative | \$15,350 | \$15,350 | \$7,586 | \$7,764 |
| Facility Maintenance - Contingency | \$27,600 | \$27,600 | \$18,105 | \$9,495 |
| Elevator Maintenance | \$2,576 | \$2,576 | \$3,071 | (\$495) |
| Recreation Passes | \$5,000 | \$5,000 | \$4,980 | \$20 |
| Lighting Repairs | \$10,000 | \$10,000 | \$8,208 | \$1,792 |
| Tennis Court Maintenance | \$40,680 | \$40,680 | \$39,697 | \$983 |
| Interfund Transfer Out | \$700,000 | \$700,000 | \$700,000 | \$0 |
| Total Recreation | \$1,292,209 | \$1,292,209 | \$1,213,495 | \$78,714 |
| Total Expenses | \$2,374,166 | \$2,374,166 | \$2,269,705 | \$104,461 |
| Excess Revenues (Expenditures) | (\$775,766) | | (\$543,958) | |
| Fund Balance - Beginning | \$775,766 | | \$1,336,185 | |
| Fund Balance - Ending | \$0 | | \$792,227 | |

Middle Village
Community Development District
Recreation Fund
Month By Month Income Statement

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|-----------------------------------|--------------|------------------|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|-----------------|--------------------|
| Revenues: | | | | | | | | | | | | | |
| Maintenance Assessment - Tax Roll | \$0 | \$133,007 | \$1,332,144 | \$19,408 | \$15,873 | \$13,195 | \$25,876 | \$8,107 | \$18,204 | \$0 | \$0 | \$0 | \$1,565,814 |
| Maintenance Assessment - Direct | \$0 | \$26,458 | \$13,477 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$39,936 |
| Interest | \$85 | \$85 | \$70 | \$68 | \$53 | \$52 | \$46 | \$44 | \$36 | \$76 | \$25 | \$19 | \$659 |
| Miscellaneous Income | \$2 | \$0 | \$749 | \$461 | \$0 | \$0 | \$244 | \$0 | \$463 | \$0 | \$0 | \$463 | \$2,383 |
| Amenities Revenue | \$638 | \$1,913 | \$8,928 | \$371 | \$5,523 | \$10,730 | \$17,152 | \$13,798 | \$6,397 | \$5,773 | \$7,266 | \$9,685 | \$88,174 |
| Cost Sharing Revenue | \$0 | \$0 | \$304 | \$28,477 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$28,781 |
| Total Revenues | \$725 | \$161,463 | \$1,355,674 | \$48,785 | \$21,449 | \$23,977 | \$43,318 | \$21,948 | \$25,101 | \$5,849 | \$7,292 | \$10,167 | \$1,725,747 |

| | | | | | | | | | | | | | |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Expenditures: | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | |
| Management Fees - On Site | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$24,492 | \$30,090 | \$299,502 |
| Insurance | \$52,578 | \$0 | \$0 | \$0 | \$0 | (\$640) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$51,938 |
| Other Current Charges | \$275 | \$148 | \$169 | \$425 | \$309 | \$92 | \$347 | \$481 | \$404 | \$443 | \$419 | \$378 | \$3,889 |
| Permit Fees | \$0 | \$27 | \$390 | \$223 | \$0 | \$27 | \$27 | \$27 | \$27 | \$0 | \$0 | \$0 | \$747 |
| Office Supplies | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Capital Reserve | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$31,861 | \$0 | \$0 | \$0 | \$0 | \$0 | \$31,861 |
| Total Administrative | \$77,345 | \$24,667 | \$25,051 | \$25,140 | \$24,801 | \$23,971 | \$56,727 | \$25,000 | \$24,923 | \$24,935 | \$24,911 | \$30,467 | \$387,937 |

| | | | | | | | | | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Common Area | | | | | | | | | | | | | |
| Security | \$4,236 | \$4,236 | \$4,236 | \$4,236 | \$4,236 | \$4,236 | \$0 | \$7,043 | \$12,195 | \$11,576 | \$11,374 | \$12,195 | \$79,797 |
| Security - Clay County Off Duty Sheriff | \$3,723 | \$4,788 | \$2,523 | \$2,268 | \$2,243 | \$2,355 | \$2,841 | \$3,484 | \$4,993 | \$5,861 | \$1,193 | \$583 | \$36,852 |
| Electric | \$972 | \$1,066 | \$1,135 | \$1,199 | \$1,023 | \$976 | \$1,679 | \$1,302 | \$1,315 | \$1,070 | \$1,510 | \$1,338 | \$14,585 |
| Streetlighting | \$2,507 | \$2,430 | \$2,476 | \$2,476 | \$2,476 | \$2,487 | \$2,487 | \$2,487 | \$2,487 | \$2,487 | \$2,487 | \$2,487 | \$29,774 |
| Irrigation Maintenance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$510 | \$0 | \$3,100 | \$3,610 |
| Landscape Maintenance | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$36,429 | \$437,142 |
| Common Area Maintenance | \$3,709 | \$3,602 | \$3,702 | \$5,111 | \$4,421 | \$4,361 | \$5,067 | \$6,435 | \$2,191 | \$4,339 | \$3,452 | \$1,825 | \$48,215 |
| Lake Maintenance | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$1,519 | \$18,228 |
| Misc. Maintenance | \$70 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$70 |
| Total Administrative | \$53,164 | \$54,069 | \$52,019 | \$53,237 | \$52,346 | \$52,362 | \$50,022 | \$58,698 | \$61,128 | \$63,791 | \$57,963 | \$59,475 | \$668,273 |

Middle Village
Community Development District
Recreation Fund
Month By Month Income Statement

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|---------------------------------------|--------------------|------------------|--------------------|-------------------|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Recreation Facility | | | | | | | | | | | | | |
| Amenity Staff | \$12,778 | \$4,747 | \$6,992 | \$4,665 | \$3,749 | \$8,571 | \$10,470 | \$12,279 | \$22,700 | \$47,155 | \$19,679 | \$13,162 | \$166,946 |
| Janitorial | \$3,535 | \$3,535 | \$4,240 | \$3,535 | \$3,535 | \$3,535 | \$4,240 | \$3,535 | \$3,535 | \$3,535 | \$3,535 | \$3,535 | \$43,828 |
| Telephone | \$737 | \$748 | \$742 | \$743 | \$661 | \$747 | \$747 | \$906 | \$829 | \$745 | \$743 | \$744 | \$9,093 |
| Electric | \$5,603 | \$3,765 | \$4,415 | \$4,780 | \$3,895 | \$3,615 | \$4,552 | \$4,397 | \$7,470 | \$7,330 | \$7,460 | \$5,168 | \$62,450 |
| Water/Sewer | \$3,094 | \$2,723 | \$2,232 | \$1,371 | \$2,270 | \$2,768 | \$2,241 | \$4,264 | \$2,848 | \$2,784 | \$2,808 | \$2,648 | \$32,051 |
| Gas/Heat (Pool) | \$0 | \$2,948 | \$7,946 | \$6,191 | \$1,420 | \$0 | \$0 | \$290 | \$0 | \$0 | \$0 | \$0 | \$18,794 |
| Refuse Services | \$1,622 | \$1,618 | \$1,641 | \$1,700 | \$1,670 | \$1,665 | \$1,685 | \$1,695 | \$1,695 | \$1,730 | \$1,710 | \$0 | \$18,432 |
| Pool Maintenance & Chemicals | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$2,586 | \$31,029 |
| Cable | \$394 | \$472 | \$472 | \$480 | \$490 | \$490 | \$491 | \$491 | \$483 | \$487 | \$493 | \$521 | \$5,763 |
| Special Events | \$0 | \$183 | \$738 | \$154 | \$0 | \$225 | \$316 | \$139 | \$675 | \$0 | \$0 | \$0 | \$2,430 |
| Office Supplies & Equipment | \$398 | \$0 | \$0 | \$109 | \$0 | \$138 | \$200 | \$161 | \$101 | \$0 | \$0 | \$0 | \$1,106 |
| Facility Maintenance | \$3,975 | \$3,981 | \$6,193 | \$4,465 | \$3,827 | \$3,472 | \$2,864 | \$3,971 | \$1,969 | \$1,981 | \$3,226 | \$0 | \$39,924 |
| Facility Maintenance - Preventative | \$2,060 | \$274 | \$1,195 | \$699 | \$0 | \$0 | \$175 | \$274 | \$0 | \$449 | \$1,040 | \$1,422 | \$7,586 |
| Facility Maintenance - Contingency | \$2,300 | \$2,297 | \$0 | \$0 | \$2,217 | \$2,184 | \$1,987 | \$2,297 | \$1,312 | \$1,352 | \$2,159 | \$0 | \$18,105 |
| Elevator Maintenance | \$479 | \$0 | \$1,155 | \$0 | \$0 | \$479 | \$0 | \$0 | \$479 | \$0 | \$0 | \$479 | \$3,071 |
| Recreation Passes | \$27 | \$0 | \$0 | \$0 | \$1,437 | \$0 | \$0 | \$1,088 | \$1,302 | \$0 | \$0 | \$1,126 | \$4,980 |
| Lighting Repairs | \$802 | \$830 | \$817 | \$634 | \$825 | \$729 | \$735 | \$831 | \$703 | \$685 | \$617 | \$0 | \$8,208 |
| Tennis Court Maintenance | \$5,600 | \$3,227 | \$3,247 | \$2,432 | \$2,125 | \$5,030 | \$3,704 | \$4,746 | \$1,945 | \$3,095 | \$4,547 | \$0 | \$39,697 |
| Interfund Transfer Out | \$700,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$700,000 |
| Total Recreation | \$745,989 | \$33,933 | \$44,611 | \$34,544 | \$30,707 | \$36,235 | \$36,992 | \$43,947 | \$50,632 | \$73,913 | \$50,601 | \$31,391 | \$1,213,495 |
| Total Expenditures | \$876,498 | \$112,669 | \$121,681 | \$112,921 | \$107,853 | \$112,569 | \$143,740 | \$127,645 | \$136,683 | \$162,639 | \$133,474 | \$121,333 | \$2,269,705 |
| Excess Revenues (Expenditures) | (\$875,773) | \$48,794 | \$1,233,993 | (\$64,136) | (\$86,404) | (\$88,591) | (\$100,422) | (\$105,697) | (\$111,582) | (\$156,789) | (\$126,183) | (\$111,166) | (\$543,958) |

Middle Village
Community Development District
Capital Reserve Fund

Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| | Adopted Budget | Prorated Budget 9/30/21 | Actual 9/30/21 | Variance |
|---------------------------------------|-------------------|----------------------------|--------------------|-------------------|
| <u>REVENUES:</u> | | | | |
| Interest Income | \$5,000 | \$5,000 | \$892 | (\$4,108) |
| Capital Reserve - Transfer In | \$31,861 | \$31,861 | \$31,861 | \$0 |
| General Reserve - Transfer In | \$28,088 | \$28,088 | \$28,088 | \$0 |
| Interfund Transfer In | \$0 | \$0 | \$900,000 | \$900,000 |
| TOTAL REVENUES | \$64,949 | \$64,949 | \$960,841 | \$895,892 |
| <u>EXPENDITURES:</u> | | | | |
| Repair And Replacements | \$104,471 | \$104,471 | \$124,137 | (\$19,666) |
| Capital Projects | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$104,471 | \$104,471 | \$124,137 | (\$19,666) |
| EXCESS REVENUES (EXPENDITURES) | (\$39,522) | | \$836,704 | |
| FUND BALANCE - Beginning | \$742,020 | | \$715,140 | |
| FUND BALANCE - Ending | \$702,498 | | \$1,551,844 | |

Middle Village

Community Development District Debt Service Fund - 2018-1 and 2018-2

Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| | Amended Budget | Prorated Budget 9/30/21 | Actual 9/30/21 | Variance |
|---------------------------------------|--------------------|-------------------------|--------------------|--------------------|
| Revenues: | | | | |
| Interest Income | \$5,000 | \$5,000 | \$604 | (\$4,396) |
| Special Assessments - Direct | \$63,787 | \$63,787 | \$43,154 | (\$20,633) |
| Special Assessments - Tax Roll | \$2,081,746 | \$2,081,746 | \$2,054,005 | (\$27,741) |
| Special Assessments- Prepayment | \$0 | \$0 | \$678,517 | \$678,517 |
| Total Revenues | \$2,150,533 | \$2,150,533 | \$2,776,280 | \$625,747 |
| Expenditures: | | | | |
| <u>Series 2018-1</u> | | | | |
| Interest Expense - 11/1 | \$409,688 | \$409,688 | \$409,675 | \$13 |
| Special Call 11/1 | \$0 | \$0 | \$64,000 | (\$64,000) |
| Interest Expense - 5/1 | \$409,689 | \$409,689 | \$408,402 | \$1,287 |
| Principal Expense - 5/1 | \$1,044,000 | \$1,044,000 | \$1,042,000 | \$2,000 |
| Special Call 5/1 | \$0 | \$0 | \$605,000 | (\$605,000) |
| <u>Series 2018-2</u> | | | | |
| Interest Expense - 11/1 | \$63,438 | \$63,438 | \$63,438 | \$0 |
| Special Call 11/1 | \$0 | \$0 | \$10,000 | (\$10,000) |
| Interest Expense - 5/1 | \$63,438 | \$63,438 | \$63,187 | \$250 |
| Principal Expense - 5/1 | \$120,000 | \$120,000 | \$120,000 | \$0 |
| Special Call 5/1 | \$0 | \$0 | \$75,000 | (\$75,000) |
| Total Expenditures | \$2,110,252 | \$2,110,252 | \$2,860,702 | (\$750,450) |
| Excess Revenues (Expenditures) | \$40,281 | | (\$84,423) | |
| <u>Other Sources (Uses):</u> | | | | |
| Interfund Transfer In (Out) | \$0 | \$0 | \$21,910 | \$21,910 |
| Total Other Sources (Uses) | \$0 | \$0 | \$21,910 | \$21,910 |
| Net Change in Fund Balance | \$40,281 | | (\$62,513) | |
| Fund Balance - Beginning | \$663,649 | | \$1,287,530 | |
| Fund Balance - Ending | \$703,931 | | \$1,225,017 | |

Middle Village
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For the Period ending September 30, 2021

| |
|-------------------------|
| Series 2018-1/2018-2 |
|-------------------------|

Revenues:

| | |
|-----------------------|------------|
| Interest Income | \$0 |
| Bond Proceeds | \$0 |
| Total Revenues | \$0 |

Expenditures:

| | |
|---------------------------|------------|
| Capital Outlay | \$0 |
| Trustee Fees | \$0 |
| Cost of Issuance | \$0 |
| Total Expenditures | \$0 |

| | |
|---------------------------------------|------------|
| Excess Revenues (Expenditures) | \$0 |
|---------------------------------------|------------|

Other Sources(Uses):

| | |
|-----------------------------|-----|
| Interfund Transfer In (Out) | \$0 |
| Transfer Out- Escrow Agent | \$0 |

| | |
|--------------------|------------|
| Total Other | \$0 |
|--------------------|------------|

| | |
|-----------------------------------|------------|
| Net Change in Fund Balance | \$0 |
|-----------------------------------|------------|

| | |
|---------------------------------|----------------|
| Fund Balance - Beginning | \$8,453 |
|---------------------------------|----------------|

| | |
|------------------------------|----------------|
| Fund Balance - Ending | \$8,453 |
|------------------------------|----------------|

**Middle Village
Community Development District
Long Term Debt Report**

| Series 2018-1 Special Assessment Refunding Bonds | |
|---|---------------------|
| Interest Rate: | 2.85% - 4.37% |
| Maturity Date: | 5/1/2035 |
| Reserve Fund Definition: | 20% Max Annual Debt |
| Reserve Fund Requirement: | \$356,794 |
| Reserve Fund Balance: | \$356,794 |
| | |
| Bonds outstanding -9/30/2018 | \$22,660,000 |
| Less: May 1, 2019 (Mandatory) | (\$985,000) |
| Less: May 1, 2019 (Optional) | (\$4,000) |
| Less: November 1, 2019 (Optional) | (\$7,000) |
| Less: May 1, 2020 (Mandatory) | (\$1,015,000) |
| Less: May 1, 2020 (Optional) | (\$5,000) |
| Less: November 1, 2020 (Optional) | (\$64,000) |
| Less: May 1, 2021 (Mandatory) | (\$1,042,000) |
| Less: May 1, 2021 (Optional) | (\$605,000) |
| Current Bonds Outstanding | \$18,933,000 |

| Series 2018-2 Special Assessment Refunding Bonds | |
|---|---------------------|
| Interest Rate: | 4.5% -5% |
| Maturity Date: | 5/1/2035 |
| Reserve Fund Definition: | 50% Max Annual Debt |
| Reserve Fund Requirement: | \$118,875 |
| Reserve Fund Balance: | \$118,875 |
| | |
| Bonds outstanding -9/30/2018 | \$2,810,000 |
| Less: May 1, 2019 (Mandatory) | (\$110,000) |
| Less: November 1, 2019 (Optional) | (\$5,000) |
| Less: May 1, 2020 (Mandatory) | (\$115,000) |
| Less: May 1, 2020 (Optional) | (\$5,000) |
| Less: November 1, 2020 (Optional) | (\$10,000) |
| Less: May 1, 2021 (Mandatory) | (\$120,000) |
| Less: May 1, 2021 (Optional) | (\$75,000) |
| Current Bonds Outstanding | \$2,370,000 |

C.

MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT
FY2021 Assessments Receipts Summary

| ASSESSED | # UNITS ASSESSED | SERIES 2018A1-2 DEBT SERVICE ASSESSED | GENERAL FUND O&M ASSESSED | RECREATION FUND O&M ASSESSED | RESERVE FUND ASSESSED | TOTAL ASSESSED |
|-------------------------------|---------------------|---|------------------------------|------------------------------------|--------------------------|---------------------|
| ODP, LLC (1) | 31,789 | 28,633.03 | 1,737.13 | 12,636.07 | 841.40 | 43,847.63 |
| JENNINGS POINT (1) | 96 | 14,521.34 | 3,410.24 | 24,806.49 | 1,651.80 | 44,389.87 |
| TOTAL DIRECT BILLS NET | 31,885 | 43,154.37 | 5,147.37 | 37,442.56 | 2,493.20 | 88,237.49 |
| NET TAX ROLL ASSESSED NET | 301,112 | 2,048,361.10 | 201,265.22 | 1,464,026.34 | 97,485.61 | 3,811,138.27 |
| TOTAL ASSESSED | 332,997 | 2,091,515.47 | 206,412.59 | 1,501,468.90 | 99,978.81 | 3,899,375.77 |

| DUE / RECEIVED | BALANCE DUE (DISCOUNT NOT TAKEN) | TOTAL DEBT SERVICE RECEIVED | GENERAL FUND O&M PAID | RECREATION FUND O&M PAID | RESERVE FUND PAID | TOTAL PAID |
|------------------------------------|--|-----------------------------------|--------------------------|-----------------------------|----------------------|---------------------|
| ODP, LLC (1) | - | 28,633.03 | 1,737.13 | 12,636.07 | 841.40 | 43,847.63 |
| JENNINGS POINT (1) | - | 14,521.34 | 3,410.24 | 24,806.49 | 1,651.80 | 44,389.87 |
| DIRECT BILLS DUE / RECEIVED | - | 43,154.37 | 5,147.37 | 37,442.56 | 2,493.20 | 88,237.49 |
| TAX ROLL DUE / RECEIVED | (10,500.07) | 2,054,004.52 | 201,819.73 | 1,468,059.88 | 97,754.21 | 3,821,638.34 |
| TOTAL DUE / RECEIVED | (10,500.07) | 2,097,158.89 | 206,967.10 | 1,505,502.44 | 100,247.41 | 3,909,875.83 |

(1) Direct bill is assessed with a 4% discount if paid by 11/30/20. Full balance due by 3/31/21.

| SUMMARY OF TAX ROLL RECEIPTS | | | | | | |
|--------------------------------|---------------|---------------------|-----------------------------------|------------------------------|------------------------------------|------------------------------|
| CLAY COUNTY DISTRIBUTION | DATE RECEIVED | TOTAL RECEIVED | TOTAL DEBT SERVICE RECEIPTS | GENERAL FUND O&M RECEIPTS | RECREATION FUND O&M RECEIPTS | RESERVE FUND O&M RECEIPTS |
| 1 | 11/18/20 | 324,626.71 | 174,476.15 | 17,143.45 | 124,703.44 | 8,303.67 |
| 2 | 12/01/20 | 345,392.76 | 185,637.21 | 18,240.10 | 132,680.60 | 8,834.85 |
| 3 | 12/04/20 | 2,470,988.67 | 1,328,074.89 | 130,492.27 | 949,215.76 | 63,205.75 |
| 4 | 12/17/20 | 434,946.01 | 233,769.13 | 22,969.39 | 167,081.95 | 11,125.54 |
| 5 | 01/14/21 | 47,369.45 | 25,459.52 | 2,501.57 | 18,196.70 | 1,211.66 |
| 6 | 02/19/21 | 38,739.89 | 20,821.41 | 2,045.84 | 14,881.70 | 990.94 |
| 7 | 03/19/21 | 32,204.25 | 17,308.72 | 1,700.70 | 12,371.07 | 823.76 |
| 8 | 04/12/21 | 63,154.58 | 33,943.50 | 3,335.18 | 24,260.46 | 1,615.44 |
| 9 | 05/11/21 | 19,785.66 | 10,634.14 | 1,044.88 | 7,600.54 | 506.10 |
| 10 | 06/05/21 | 6,309.71 | 3,391.26 | 333.21 | 2,423.84 | 161.40 |
| TAX CERTIFICATES | 06/11/21 | 38,120.65 | 20,488.59 | 2,013.14 | 14,643.82 | 975.10 |
| TOTAL TAX ROLL RECEIPTS | | 3,821,638.34 | 2,054,004.52 | 201,819.73 | 1,468,059.88 | 97,754.21 |

| PERCENT COLLECTED | DEBT | O&M |
|--------------------------------|----------------|----------------|
| % COLLECTED DIRECT BILL | 100.00% | 100.00% |
| % COLLECTED TAX ROLL | 100.28% | 100.28% |
| TOTAL PERCENT COLLECTED | 100.27% | 100.27% |

D.

Middle Village

Community Development District

Check Run Summary

October 31, 2021

| Fund | Date | Check No. | Amount |
|-----------------------------|----------|-------------|----------------------|
| General Fund | | | |
| Payroll | 10/13/21 | 50883-50887 | \$ 923.50 |
| | | Sub-Total | \$ 923.50 |
| Accounts Payable | 10/12/21 | 1594 | \$ 69.50 |
| | 10/26/21 | 1595-1597 | \$ 6,764.40 |
| | | Sub-Total | \$ 6,833.90 |
| Recreation Fund | | | |
| Accounts Payable | 10/12/21 | 8775-8780 | \$ 10,007.01 |
| | 10/26/21 | 8781-8793 | \$ 81,897.11 |
| | | Sub-Total | \$ 91,904.12 |
| Capital Reserve Fund | | | |
| Accounts Payable | 10/26/21 | 436-439 | \$ 1,338.19 |
| | | Sub-Total | \$ 1,338.19 |
| Total | | | \$ 100,999.71 |

Attendance Sheet

District Name: Middle Village, CDD

Board Meeting Date: October 11, 2021 Meeting

| | Name | In Attendance | Fee |
|---|--|---------------|----------------------------|
| 1 | Rocky Morris <i>Chairman</i> | | MS YES - \$200 |
| 2 | Michael Steiner <i>Vice Chairman</i> | | MS YES - \$200 |
| 3 | <u>Jeremy Spellman</u> <i>Assistant Secretary</i> | | MS/ES. \$200 ⁰⁰ |
| 4 | Tim Hartigan <i>Assistant Secretary</i> | | MS YES - \$200 |
| 5 | Rod Swartz <i>Assistant Secretary</i> | | MS YES - \$200 |

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

Martin Siler
District Manager Signature

Oct 11, 2021
Date

PLEASE RETURN COMPLETED FORM TO DANIEL

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------------------------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---------------------------|--------|----------|--------------|---------|
| 10/12/21 | 00117 | 9/30/21 | 21-00242 | 202109 | 310 | 51300 | 48000 | | NOTICE OF MEETING 9/30/21 | * | 69.50 | | |
| JACKSONVILLE DAILY RECORD | | | | | | | | | | | | 69.50 | 001594 |
| 10/26/21 | 00050 | 10/01/21 | 84804 | 202110 | 310 | 51300 | 54000 | | FY22 SPECIAL DISTRICT FEE | * | 175.00 | | |
| DEPARTMENT OF ECONOMIC OPPORTUNITY | | | | | | | | | | | | 175.00 | 001595 |
| 10/26/21 | 00002 | 9/30/21 | I0337709 | 202109 | 310 | 51300 | 48000 | | NOTICE OF MEETING 9/22/21 | * | 669.69 | | |
| THE FLORIDA TIMES-UNION | | | | | | | | | | | | 669.69 | 001596 |
| 10/26/21 | 00026 | 10/01/21 | 1864 | 202110 | 310 | 51300 | 34000 | | OCT MANAGEMENT FEES | * | 5,196.83 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 52000 | | OCT WEBSITE ADMIN | * | 187.50 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 35100 | | OCT INFORMATION TECH | * | 212.50 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 31300 | | OCT DISSEM AGENT SERVICES | * | 175.00 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 42000 | | OFFICE SUPPLIES | * | 6.79 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 42500 | | POSTAGE | * | 86.85 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 41000 | | COPIES | * | 48.00 | | |
| 10/01/21 | | 1864 | | 202110 | 310 | 51300 | 35100 | | TELEPHONE | * | 6.24 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | | | 5,919.71 | 001597 |
| TOTAL FOR BANK A | | | | | | | | | | | 6,833.90 | | |
| TOTAL FOR REGISTER | | | | | | | | | | | 6,833.90 | | |

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

September 30, 2021

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

117A

1.310.51300.48000

Payment Due Upon Receipt

| | | | | |
|-------------------|---|-----------|--|--------------------|
| Serial # | 21-00242C | PO/File # | | \$69.50 |
| | Notice of Meeting of the Board of Supervisors | | | Amount Due |
| | | | | Amount Paid |
| | Middle Village Community Development District | | | \$69.50 |
| | | | | Payment Due |
| Case Number | | | | |
| Publication Dates | 9/30 | | | |
| County | Clay | | | |

*Payment is due before the
Proof of Publication is released.*

*For your convenience, you
may remit payment at <https://www.jaxdailyrecord.com/send-payment>.*



Your notice can be found at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**MIDDLE VILLAGE
COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF MEETING OF
THE BOARD OF
SUPERVISORS**

Notice is hereby given that the Board of Supervisors of the Middle Village Community Development District is scheduled to be meet on **Monday, October 11, 2021, at 2:00 p.m.** at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation 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. An electronic copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850) and on the District's website, www.MiddleVillageCDD.com. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District 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 by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

Marilee Giles
District Manager
Sep. 30 00 (21-00242C)

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2021/2022 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

| | | | |
|----------------------|------------------|------------------|---|
| Invoice No.: 84804 | | | Date Invoiced: 10/01/2021 |
| Annual Fee: \$175.00 | Late Fee: \$0.00 | Received: \$0.00 | Total Due, Postmarked by 12/02/2021: \$175.00 |

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Middle Village Community Development District
 Mr. Michael C. Eckert
 Hopping Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

- 2. Telephone: (850) 222-7500
- 3. Fax: (850) 224-8551
- 4. Email: MichaelE@hgslaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: www.middlevillagecdd.com
- 8. County(ies): Clay
- 9. Function(s): Community Development
- 10. Boundary Map on File: 09/11/2009
- 11. Creation Document on File: 11/20/2003
- 12. Date Established: 10/16/2003
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Clay County
- 15. Creation Document(s): County Ordinances 2003-88, 2005-48, and 2006-20
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 11/22/2020

SOA
 1,310,513.540

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/12/21

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

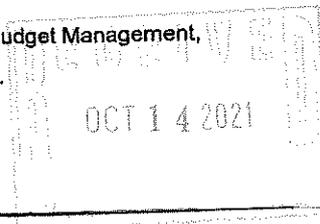
b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

- 1. ___ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2. ___ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3. ___ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.



THE FLORIDA TIMES-UNION
Jacksonville, FL
Affidavit of Publication

Florida Times-Union

MIDDLE VILLAGE CDD
475 WEST TOWN PLACE STE 114
SAINT AUGUSTINE, FL 32092

ACCT: 36767
AD# 0003377090-01

State of Florida
County of Duval

Before the undersigned authority personally appeared Brenda Ramirez who on oath says he/she is a Legal Advertising Representative of The Florida Times-Union, a daily newspaper published in Jacksonville in Duval County, Florida; that the attached copy of advertisement is a legal ad published in The Florida Times-Union. Affiant further says that The Florida Times-Union is a newspaper published in Jacksonville, in Duval County, Florida, and that the newspaper has heretofore been continuously published in Duval County, Florida each day, has been entered as second class mail matter at the post office in Jacksonville, in Duval County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she 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 said newspaper.

PUBLISHED IN ISSUE DATED: 09/22/2021

FILED ON: 09/22/2021

NO
COMMUNIT

The Board of Supervisors District will hold their regular meeting on September 13, 2022 at 2:00 p.m. at the Plantation Parkway, Orange Park, Florida. The agenda for the month as follows or otherwise:

October 11, 2021
November 8, 2021
December 13, 2021
January 10, 2022
February 14, 2022
March 14, 2022 @ 6:00 p.m.
April 11, 2022
May 9, 2022
June 13, 2022
July 11, 2022
August 15, 2022 @ 6:00 p.m.
September 12, 2022

The meetings are open to the public in accordance with the provisions of Florida's Public Access to Government Meetings Law. Copies of the agendas for each meeting are available from the Public Information Manager, 475 West Town Place, Saint Augustine, Florida, phone (904) 940-5850. The agenda for each meeting will be placed to be specified on the agenda for each meeting when one or more Supervisors are present.

Pursuant to provisions of the Florida Constitution regarding special accommodations for persons requiring special accommodations due to disability or physical impairment, if you are a person requiring special accommodations, please contact the Public Information Manager at (904) 940-5850 (TTY) / 1-800-955-0771.

Each person who declines to attend a meeting is advised that person will not be considered. Accordingly, the person may need to be present if a decision is made, including the person's name is to be based.

Name: Brenda Ramirez Title: Legal Advertising Representative

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Bill To:

Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | 20A | Hours |
|---|-------------------|-------|
| General Fund - Management Fees - October 2021 | 1,310.57300.34000 | |
| Website Administration - October 2021 | 1,310.57300.52000 | |
| Information Technology - October 2021 | 1,310.57300.35700 | |
| Dissemination Agent Services - October 2021 | 1,310.57300.31300 | |
| Office Supplies | 1,310.57300.42000 | |
| Postage | 1,310.57300.42500 | |
| Copies | 1,310.57300.41000 | |
| Telephone | 1,310.57300.35700 | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT ACCT# | SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|----------------------------------|-------|--------------|---------------------------|------------------|-----------------|--------------|------------------------------------|--------|-----------|--------------|---------|
| 10/12/21 | 00026 | 10/02/21 | 1867 | 202109 | 300-36900-10300 | | | * | 575.00 | | |
| | | | SEPT AMENITIES REVENUE | | | | | | | | |
| | | 10/06/21 | 1869 | 202110 | 300-36900-10200 | | | * | 2,362.95 | | |
| | | | OCT TENNIS REV FUNDS DEP | | | | | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | 2,937.95 | 008775 |
| 10/12/21 | 00863 | 9/30/21 | 09302021 | 202109 | 300-36900-10300 | | | * | 100.00 | | |
| | | | RENTAL REFUND REIMBUR | | | | | | | | |
| | | | | | | | KELLY HARRIS | | | 100.00 | 008776 |
| 10/12/21 | 00139 | 10/01/21 | 13129560 | 202110 | 330-57200-46400 | | | * | 2,585.73 | | |
| | | | OCT POOL CHEMICALS | | | | | | | | |
| | | | | | | | POOLSURE | | | 2,585.73 | 008777 |
| 10/12/21 | 00861 | 9/30/21 | 09302021 | 202109 | 300-36900-10300 | | | * | 500.00 | | |
| | | | RENTAL REFUND REIMBURS | | | | | | | | |
| | | | | | | | RITA DOSS WILLIAMS | | | 500.00 | 008778 |
| 10/12/21 | 00261 | 10/01/21 | 289 | 202110 | 330-57200-34200 | | | * | 3,783.33 | | |
| | | | OCT JANITORIAL SRVS | | | | | | | | |
| | | | | | | | RIVERSIDE MANAGEMENT SERVICES, INC | | | 3,783.33 | 008779 |
| 10/12/21 | 00862 | 9/30/21 | 09302021 | 202109 | 300-36900-10300 | | | * | 100.00 | | |
| | | | RENTAL REFUND REIMBURS | | | | | | | | |
| | | | | | | | TINA RUNKLES | | | 100.00 | 008780 |
| 10/26/21 | 00864 | 10/14/21 | 10142021 | 202110 | 300-36900-10300 | | | * | 700.00 | | |
| | | | RENTAL REFUND REIMBURS | | | | | | | | |
| | | | | | | | BENJAMIN SPRAGUE | | | 700.00 | 008781 |
| 10/26/21 | 00256 | 10/08/21 | SSI10279 | 202109 | 320-57200-34510 | | | * | 395.00 | | |
| | | | SEPT ADMIN FEE | | | | | | | | |
| | | 10/08/21 | SSI10279 | 202109 | 320-57200-34510 | | | * | 187.50 | | |
| | | | SEPT EMPLOYMENT SCHED | | | | | | | | |
| | | | | | | | CLAY COUNTY SHERIFF'S OFFICE | | | 582.50 | 008782 |
| 10/26/21 | 00026 | 10/01/21 | 1865 | 202110 | 310-51300-34000 | | | * | 18,629.50 | | |
| | | | OCT FAC MANAGEMENT | | | | | | | | |
| | | 10/01/21 | 1866 | 202110 | 330-57200-34300 | | | * | 5,862.50 | | |
| | | | OCT TENNIS FAC MANAGEMENT | | | | | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | 24,492.00 | 008783 |
| 10/26/21 | 00026 | 10/19/21 | 1876 | 202110 | 300-36900-10200 | | | * | 700.65 | | |
| | | | TENNIS REVENUE 10/19/2021 | | | | | | | | |
| | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 700.65 | 008784 |

MVIL MIDDLE VILLAGE OKUZMUK

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|--------------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---|--------|-----------|--------------|---------|
| 10/26/21 | 00560 | 9/30/21 | 117896 | 202109 | 330 | 57200 | 62100 | | QTRLY SPRINKLER INSPECT JSC SYSTEMS | * | 1,149.00 | 1,149.00 | 008785 |
| 10/26/21 | 00122 | 10/12/21 | 10122021 | 202110 | 300 | 36900 | 10300 | | RENTAL REFUND REIMBURS KIM DUMAOP | * | 100.00 | 100.00 | 008786 |
| 10/26/21 | 00308 | 10/13/21 | 45109 | 202110 | 330 | 57200 | 62100 | | OCT PEST CONTROL PAULA'S PEST CONTROL INC | * | 175.00 | 175.00 | 008787 |
| 10/26/21 | 00261 | 9/21/21 | 288 | 202109 | 320 | 57200 | 46500 | | SEPT PRESSURE WASHING RIVERSIDE MANAGEMENT SERVICES, INC | * | 1,825.00 | 1,825.00 | 008788 |
| 10/26/21 | 00823 | 10/01/21 | 7223 | 202110 | 320 | 57200 | 34500 | | OCT SECURITY SECURITY DEVELOPMENT GROUP LLC | * | 12,757.50 | 12,757.50 | 008789 |
| 10/26/21 | 00865 | 10/12/21 | 10122021 | 202110 | 300 | 36900 | 10300 | | RENTAL REFUND REIMBURS SHANA WILLIAMS | * | 100.00 | 100.00 | 008790 |
| 10/26/21 | 00866 | 10/12/21 | 10122021 | 202110 | 300 | 36900 | 10300 | | RENTAL REFUND REIMBURS SHARON YOUNG | * | 50.00 | 50.00 | 008791 |
| 10/26/21 | 00271 | 9/29/21 | 16630A | 202109 | 330 | 57200 | 62100 | | PREVENTATIVE MAINTENANCE SOUTHEAST FITNESS REPAIR | * | 273.00 | 273.00 | 008792 |
| 10/26/21 | 00704 | 9/30/21 | 6416 | 202109 | 330 | 57200 | 43400 | | RPLC CLOCK - IRRIG RPR | * | 2,400.00 | | |
| | | 10/01/21 | 6559 | 202110 | 320 | 57200 | 46200 | | OCT LANDSCAPE MAINT VERDEGO | * | 36,592.46 | 38,992.46 | 008793 |
| TOTAL FOR BANK B | | | | | | | | | | | 91,904.12 | | |
| TOTAL FOR REGISTER | | | | | | | | | | | 91,904.12 | | |

MVIL MIDDLE VILLAGE OKUZMUK

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

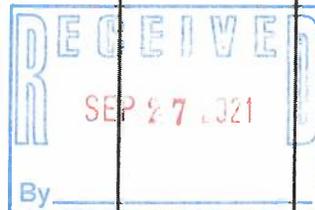
Invoice

Invoice #: 1867
Invoice Date: 10/2/21
Due Date: 10/2/21
Case:
P.O. Number:

Bill To:

Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|--|-----------|-------|--------|
| Facility Event Staff through September 23, 2021 Amenities Revenue 2.36A.103 2.300.36900.10300 26B | 23 | 25.00 | 575.00 |



| | |
|-------------------------|----------|
| Total | \$575.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$575.00 |

9/27/21
[Signature]

Governmental Management Services, LLC
9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257

Middle Village CDD

Facility Event Staff Service Hours

| Quantity | Description | Rate | Amount |
|-----------------|----------------------|-------------|---------------|
| 23.00 | Facility Event Staff | \$ 25.00 | \$ 575.00 |

Covers Period End: September 23, 2021

Amenities Revenue # 2-369-103

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1869
Invoice Date: 10/6/21
Due Date: 10/6/21
Case:
P.O. Number:

Bill To:

Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|---|-----------|----------|-------------------|
| Tennis Revenue / Funds deposited 10/06/2021 | | 2,362.95 | 2,362.95 |
| <i>26B 2. 300. 36900. 10200</i> | | | |
|  | | | |
| Total | | | \$2,362.95 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$2,362.95 |

Wells Fargo Bank
Transaction Receipt

Branch #0066340 08 Deposit

Account Number XXXXXXXXX4262
CHK 00182

Number of Checks 28
Check Listings

\$100.00
\$97.50
\$50.00
\$15.00
\$51.00
\$15.00
\$30.00
\$100.00
\$50.00
\$150.00
\$48.00
\$100.00
\$120.00
\$60.00
\$100.00
\$100.00
\$100.00
\$50.00
\$192.00
\$158.00
\$156.00
\$120.00
\$150.00
\$120.00
\$100.00
\$100.00
\$100.00
\$120.00

Total Checks Amount \$2,652.50
Total Deposit \$2,652.50

Transaction # 004.2008
09:54AM 10/06/21
Deposit Credit Date: 10/06/21



From: Oakleaf Venues venue rentals@oakleafresidents.com

Subject: MVCDD refund of deposit request - KELLY HARRIS

Date: September 30, 2021 at 2:59 PM

To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com

Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com



Good afternoon Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – PO PATIO (SUNDAY) 10:00 A.M. to 2:00 P.M.
 - DATE OF VENUE – SEPTEMBER 26, 2021
 - RESIDENT – KELLY HARRIS
 - ADDRESS – 3293 CHESTNUT RIDGE WAY, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$100.00
 - BOOKING FEE/DEPOSIT was via CHECK drawn on VYSTAR CU
 - DATED: 9/3/21
 - CHECK#: 2172
 - AMOUNT#: \$100.00
 - DEPOSITED: 9/7/21

8263B

2-300-36900-10300

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|---------------------------------|---------|-----------|-------|------------|------------------|
| 09/03/21 | 09/07/21 | 09/26/21 | Kelly Harris - PO PATIO DEPOSIT | DEPOSIT | \$ 100.00 | | CK# 2172 | DEPOSITED 9/7/21 |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office SATURDAY, OCTOBER 2, 2021 and SUNDAY, OCTOBER 3, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venue rentals@oakleafresidents.com
(904) 770-4661 voice email
(904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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





1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

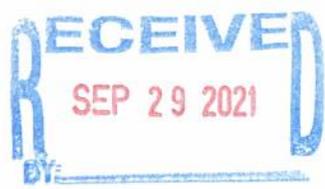
Date 10/1/2021

Invoice # 131295602440

| | |
|----------|------------|
| Terms | Net 20 |
| Due Date | 10/21/2021 |
| PO # | |

| | |
|--|---|
| Bill To Oakleaf Plantation Middle Village 475 West Town Place Ste 114 St Augustine FL 32092 | Ship To Oakleaf Plantation/Middle Vlg 845 Oakleaf Plantation Way Orange Park FL 32065 |
|--|---|

| Item ID | Description | Qty | Units | Amount |
|----------------|--|-----|-------|----------|
| WM-CHEM-BASE | Water Management Seasonal Billing Rate | 1 | ea | 2,477.55 |
| Fuel Surcharge | Fuel/Environmental Transit Fee <i>Oct Pool chemicals 139B 2-330-57200-46400</i> | 1 | ea | 108.18 |



Total 2,585.73
Amount Due \$2,585.73

Remittance Slip

Customer
13OAK101
Invoice #
131295602440

Amount Due \$2,585.73

Amount Paid _____

Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372



131295602440

From: Oakleaf Venues venuere rentals@oakleafresidents.com
Subject: MVCDD refund of deposit request - RITA DOSS-WILLIAMS



Date: September 30, 2021 at 4:17 PM
To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good afternoon Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue
 - LOCATION – GRAND BANQUET (SATURDAY) 2:00 P.M. to 12:00 A.M.
 - DATE OF VENUE – SEPTEMBER 25, 2021
 - RESIDENT – RITA DOSS-WILLIAMS
 - ADDRESS – 573 OAKLEAF PLANTATION PARKWAY #1012, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$500.00
 - BOOKING FEE/DEPOSIT was via VISA (1706)
 - DATED: 4/26/21
 - SEQ#: 2
 - BATCH#: 167
 - INVOICE#: 2
 - APPROVAL CODE: 012336
 - AMOUNT#: \$500.00

8613

2-300-36900-10300

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|---------------------------------|---------|-----------|-------|------------|-------------|
| 04/26/21 | 04/26/21 | 09/25/21 | Rita Doss-Williams - GB DEPOSIT | DEPOSIT | \$ 500.00 | | | VISA-012336 |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office SATURDAY, OCTOBER 2, 2021 and SUNDAY, OCTOBER 3, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuere rentals@oakleafresidents.com
(904) 770-4661 voice email
(904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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Riverside Management Services, Inc
 9655 Florida Mining Blvd. W.
 Building 300, Suite 305
 Jacksonville, FL 32257

Invoice

Invoice #: 289
 Invoice Date: 10/1/2021
 Due Date: 10/1/2021
 Case:
 P.O. Number:

Bill To:
 Middle Village CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

2613

| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|----------|
| Janitorial Services - October 2021 2.33.572,3420 | | 3,783.33 | 3,783.33 |



Rmw
 10-5-21

| | |
|-------------------------|-------------------|
| Total | \$3,783.33 |
| Payments/Credits | \$0.00 |
| Balance Due | \$3,783.33 |



From: Oakleaf Venues venuereals@oakleafresidents.com
Subject: MVCDD refund of deposit request - TINA RUNKLES
Date: September 30, 2021 at 3:05 PM
To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good afternoon Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – PO PATIO (SATURDAY) 10:00 A.M. to 2:00 P.M.
 - DATE OF VENUE – SEPTEMBER 25, 2021
 - RESIDENT/CUSTOMER – TINA RUNKLES
 - ADDRESS – 3758 CARDINAL OAKS CIRCLE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$100.00
 - RENTAL FEE DEPOSIT was via VISA(2212)
 - DATED: 08/29/21
 - SEQ#: 4
 - BATCH#: 199
 - INVOICE#: 4
 - APPROVAL CODE#: 05826D
 - AMOUNT: \$100.00

802B

2-300-36900-10300

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|---------------------------------|---------|-----------|-------|------------|-------------|
| 08/29/21 | 08/29/21 | 09/25/21 | Tina Runkles - PO PATIO DEPOSIT | DEPOSIT | \$ 100.00 | | | VISA-05826D |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office SATURDAY, OCTOBER 2, 2021 and SUNDAY, OCTOBER 3, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuereals@oakleafresidents.com
 (904) 770-4661 voice email
 (904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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From: Oakleaf Venues venuere rentals@oakleafresidents.com
Subject: MVCDD refund of deposit request - BENJAMIN SPRAGUE
Date: October 12, 2021 at 6:39 PM
To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good evening Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – GRAND BANQUET (MONDAY) 3:00 P.M. to 11:00 P.M.
 - DATE OF VENUE – OCTOBER 4, 2021
 - RESIDENT – BENJAMIN SPRAGUE
 - ADDRESS – 4220 PLANTATION OAKS BLVD #1616, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND – \$700.00 - \$500.00 GB DEPOSIT & \$200.00 GL DEPOSIT
 - BOOKING FEE/DEPOSIT was via VISA (4938)
 - **GRAND BANQUET:**
 - DATED: 6/14/21
 - SEQ#: 2
 - BATCH#: 181
 - INVOICE#: 2
 - APPROVAL CODE: 04252B
 - AMOUNT#: \$500.00
 - **GRAND LAWN:**
 - DATED: 8/14/21
 - SEQ#: 4
 - BATCH#: 181
 - INVOICE#: 5
 - APPROVAL CODE: 09178B
 - AMOUNT#: \$200.00

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|-------------------------------|---------|-----------|-------|------------|-------------|
| 06/14/21 | 06/14/21 | 10/04/21 | Benjamin Sprague - GB DEPOSIT | DEPOSIT | \$ 500.00 | | | VISA-04252B |
| 06/14/21 | 06/14/21 | 10/04/21 | Benjamin Sprague - GL DEPOSIT | DEPOSIT | \$ 200.00 | | | VISA-09178B |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office THURSDAY, OCTOBER 14, 2021 thru SUNDAY, OCTOBER 16, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuere rentals@oakleafresidents.com
 (904) 770-4661 voice email
 (904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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2-300-369-103

804B





Remit To: Clay County Sheriff's Office
 PO Box 548/901 N. Orange Ave
 GREEN COVE SPRINGS, FL 32043
 (904) 284-7575

Invoice Number: SSI10279
 Invoice Date: 10/8/2021
 Page: 1

Attn: Fiscal - Accounts Receivable

Bill To: OAKLEAF PLANTATION CDD
 MVCDD & DBCDD
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065
 JAVIER SORIANO

Ship To: OAKLEAF PLANTATION CDD
 MVCDD & DBCDD
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065
 JAVIER SORIANO

Due Date 10/23/2021
 Terms Net 15 Days

Customer ID C0000168
 P.O. Number
 P.O. Date 10/8/2021
 Our Order No
 SalesPerson

| Item/Description | Unit | Order Qty | Quantity | Unit Price | Total Price |
|--|------|-----------|----------|------------|-------------|
| Fees-2nd Employment Admin Fee- SEPTEMBER 2021 | | 158 | 158 | 5.00 | 790.00 |
| Fees-2nd Employment Scheduling | | 15 | 15 | 25.00 | 375.00 |

2395
1/2 \$ 187.50

256B
2-320-572-34510



Amount Subject to Sales Tax US0
 Amount Exempt from Sales Tax 1,165.00

Subtotal: 1,165.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total USD: 1,165.00

2
\$ 582.50

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1865
Invoice Date: 10/1/21
Due Date: 10/1/21
Case:
P.O. Number:

Bill To:

Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

26B

| Description | Hours/Qty | Rate | Amount |
|---|-----------|-----------|-----------|
| Recreation -Facility Management - Oakleaf Plantation - October 2021 2.310.513.3400 | | 18,629.50 | 18,629.50 |

PAID BY
10/08/21

RMW
10.8.21

| | |
|-------------------------|--------------------|
| Total | \$18,629.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$18,629.50 |

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1866
Invoice Date: 10/1/21
Due Date: 10/1/21
Case:
P.O. Number:

Bill To:
Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

2613

| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|----------|
| Tennis - Facility Management - October 2021 <i>233.572.3430</i> | | 5,862.50 | 5,862.50 |
| <i>RMW</i> <i>10, 8, 21</i> | | | |

OCT 08 2021

| | |
|-------------------------|-------------------|
| Total | \$5,862.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$5,862.50 |

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1876
Invoice Date: 10/19/21
Due Date: 10/19/21
Case:
P.O. Number:

Bill To:
Middle Village CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|--------|
| Tennis Revenue / Funds deposited 10/19/2021 2 - 300 - 36900 - 10200 26B | | 700.65 | 700.65 |

| | |
|-------------------------|-----------------|
| Total | \$700.65 |
| Payments/Credits | \$0.00 |
| Balance Due | \$700.65 |

OCT 19 2021

Middle Village CDD

Breakdown of Revenues

10.19.21

| Deposit Date | Lessons | GMS 90% | Middle Village CDD 10% |
|--------------|---------|------------|---------------------------|
|--------------|---------|------------|---------------------------|

| | | | |
|----------|-----------|-----------|----------|
| 10.19.21 | \$ 778.50 | \$ 700.65 | \$ 77.85 |
| | \$ | - | \$ |

| | | | |
|-----------------|-----------|-----------|----------|
| Subtotal | \$ 778.50 | \$ 700.65 | \$ 77.85 |
|-----------------|-----------|-----------|----------|

| Date | Ball/Racquet/Machine Rentals | GMS 20% | Middle Village CDD 80% |
|------|---------------------------------|------------|---------------------------|
|------|---------------------------------|------------|---------------------------|

| | | | |
|----------|----|---|----|
| 10.19.21 | \$ | - | - |
| | \$ | - | \$ |
| | \$ | - | \$ |
| | \$ | - | \$ |
| | \$ | - | \$ |
| | \$ | - | \$ |

| | | | |
|-----------------|----|---|----|
| Subtotal | \$ | - | \$ |
|-----------------|----|---|----|

| Date | Miscellaneous | GMS 50% | Middle Village CDD 50% |
|------|---------------|------------|---------------------------|
|------|---------------|------------|---------------------------|

| | | | |
|----------|----|---|----|
| 10.19.21 | \$ | - | - |
| | \$ | - | \$ |
| | \$ | - | \$ |
| | \$ | - | \$ |

| | | | |
|-----------------|----|---|----|
| Subtotal | \$ | - | \$ |
|-----------------|----|---|----|

| Date | League Fees | 10% | Middle Village CDD 90% |
|------|-------------|-----|---------------------------|
|------|-------------|-----|---------------------------|

10.19.21

| | | | |
|-----------------|----|---|----|
| Subtotal | \$ | - | \$ |
|-----------------|----|---|----|

| | | | |
|-----------------------|-----------|-----------|----------|
| Total Revenues | \$ 778.50 | \$ 700.65 | \$ 77.85 |
|-----------------------|-----------|-----------|----------|

Wells Fargo Bank
Transaction Receipt

Branch #0066070 03 Deposit

Account Number XXXXXXXXXX4262
CHK-00182

Number of Checks 11
Check Listing

\$50.00
\$43.00
\$50.00
\$40.00
\$160.00
\$160.00
\$50.00
\$100.00
\$45.00
\$22.50
\$58.00

Total Checks Amount \$778.50
Total Deposit \$778.50

Transaction # 061 2053
12:30PM 10/19/21
Deposit Credit Date: 10/19/21

Thank you, GENMA



5021 Stepp Avenue
 Jacksonville, FL 32216
 Phone (904) 737-3511

INVOICE

| | |
|---------------|-----------|
| Invoice Date | Invoice # |
| 9/30/2021 | 117896 |
| Customer PO # | |

Remit Payments To:
 P.O. Box 551629
 Jacksonville, FL 32255

Bill To: OA003
 Double Branch Systems
 Middle Village
 370 Oak Leaf Village Pkwy
 Orange Park, FL 32065

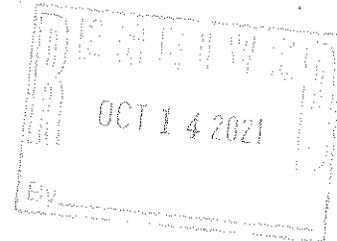
Site of Service/Delivery:
 Oakleaf- Plantation Oaks Ameni
 845 Oakleaf Plantation Parkway
 Orange Park FL 32065

| JSC Job # | Terms | Date Shipped | Ship Via |
|-----------|------------------|--------------|----------|
| X055624 | Due Upon Receipt | 09/30/2021 | |

| Quantity | Item / Description | Unit Price | Amount |
|----------|--|------------|----------|
| 1.00 | (1) Annual Sprinkler (3) Quarterly Sprinkler Inspections | 1,149.00 | 1,149.00 |

Code to:
 Middle Village Facility Maint. - Preventative
 2-330-572-62100

560B



Sub-Total 1,149.00
 Tax 0.00
Total Invoice Amount 1,149.00

Conditions of Sale

JSC Systems, Inc. (JSC) shall have the title to and the right to possession of the equipment until the receipt of total payment. All accounts are payable in Duval County, Florida. Failure to pay the amount due shall constitute a default and JSC may repossess the equipment without notice. Purchaser agrees to pay JSC's cost and expense of collection and/or repossession, including the maximum attorney's fees permitted by law.



From: Oakleaf Venues venuere rentals@oakleafresidents.com
Subject: MVCDD refund of deposit request - KIM DUMAOP

Date: October 12, 2021 at 6:15 PM

To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com

Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good afternoon Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – PO PATIO (SATURDAY) 10:00 A.M. to 2:00 P.M.
 - DATE OF VENUE – OCTOBER 2, 2021
 - RESIDENT – KIM DUMAOP
 - ADDRESS – 827 TIMBERJACK COURT, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$100.00
 - BOOKING FEE/DEPOSIT was via CHECK drawn on VYSTAR CU
 - DATED: 9/10/21
 - CHECK#: 122
 - AMOUNT#: \$100.00
 - DEPOSITED: 9/13/21

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|-------------------------------|---------|-----------|-------|------------|-------------------|
| 09/10/21 | 09/13/21 | 10/02/21 | Kim Dumaop - PO PATIO DEPOSIT | DEPOSIT | \$ 100.00 | | CK# 122 | DEPOSITED 9/13/21 |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office THURSDAY, OCTOBER 14, 2021 thru SUNDAY, OCTOBER 16, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuere rentals@oakleafresidents.com
 (904) 770-4661 voice email
 (904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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122B
 2-300-369-10300

I N V O I C E

PAULA'S PEST CONTROL
1548 Glendale St,
Jacksonville, Fla 32205
(904) 389-3419

INVOICE: 45109 QT
DATE: 10/13/21 11:00a
ACCOUNT: 1032 Oakleaf
ROUTE: 0
LAST: 7/14/21 Paula
Paula Douglas

BILL TO
Middle Village CDD
14785-4 St. Augustine Rd.
Jacksonville, FL 32258

SERVICE TO
Plantation Oaks
845 Oakleaf Plantation Parkway
Orange Park, FL 32065

904-375-9625 Lisa 904-708-1134

| DESCRIPTION | QTY | PRICE | AMOUNT |
|---------------------------|-----|------------------|--------|
| General Pest Control PEST | | 175.00 | 175.00 |
| | | SUBTOTAL | 175.00 |
| | | PREVIOUS BALANCE | 0.00 |
| | | TOTAL DUE | 175.00 |

Code to:
Middle Village Facility Maintenance - Preventative
2-330-572-621

308B

Products

| | | |
|---------------|-----------------|----------------------|
| ___ Advion RG | ___ EC | ___ Suspend Polyzone |
| ___ Demand CS | ___ Niban GB | ___ Suspend SC |
| ___ Demon Max | ___ Precor 2000 | |

Other: _____

Comments: _____

EFFECTIVE June 1, 2013
MAKE Checks Payable to:

OCT 20 2021

Paula's Pest Control Inc.
1548 Glendale St.
Jacksonville, FL.32205

Note: All returned Checks will be assessed a \$50.00 FEE

THANK YOU FOR YOUR BUSINESS!
HAVE A WONDERFUL DAY!

Riverside Management Services, Inc
 9655 Florida Mining Blvd. W.
 Building 300, Suite 305
 Jacksonville, FL 32257

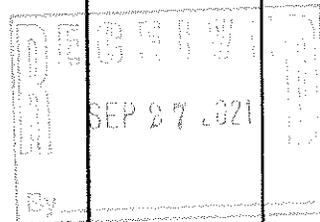
Invoice

Invoice #: 288
 Invoice Date: 9/21/2021
 Due Date: 9/21/2021
 Case:
 P.O. Number:

Bill To:
 Middle Village CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

261B

| Description | Hours/Qty | Rate | Amount |
|---|-----------|----------|----------|
| Pressure Washing Services - 1 Sept 2021 Common Area Maint. 2,320.572.4650 | | 1,825.00 | 1,825.00 |



| | |
|-------------------------|------------|
| Total | \$1,825.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,825.00 |

9/23/21

Riverside Management Services, Inc.

9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, FL 32257

Service Detail

BHI To: Middle Village CDD

Invoice Date: 9/20/21

Due Date: Upon Receipt

Amount Due: \$ 1,825.00

| <u>Date</u> | <u>Description</u> | <u>Amount</u> |
|-------------|-------------------------------------|---------------|
| 9/1/21 | Pressure wash 1,100' of lattice top | \$ 495.00 |
| 9/2/21 | Pressure wash 1,154' of lattice top | \$ 520.00 |
| 9/9/21 | Pressure wash 1,800' of lattice top | \$ 810.00 |

Hot Water and Chemical Treatment to remove dirt, mildew, and algae.

TOTAL AMOUNT DUE:

\$ 1,825.00

** Pressure Washing according to contract and within budget

| | | |
|-----------------|----|-----------|
| Contract Amount | \$ | 13,348.70 |
| <u>Invoice:</u> | | |
| Oct. 2020 | \$ | 1,775.00 |
| Nov. 2020 | | |
| Dec. 2020 | | |
| Jan. 2021 | \$ | 1,570.00 |
| Feb. 2021 | | |
| Mar. 2021 | | |
| Apr. 2021 | \$ | 850.00 |
| May 2021 | | |
| June 2021 | | |
| July 2021 | \$ | 2,342.00 |
| Aug. 2021 | | |
| Sept. 2021 | \$ | 1,825.00 |

Balance: \$ 4,988.70

Should you have any questions, please contact Rich Whetsel @ (904) 759-8923
or rwhetsel@gmsnf.com

Remit Payment



Security Development Group, LLC
 8130 Baymeadows Way W., Suite 302
 Jacksonville, FL 32256
 htillman@sthreesecurity.com
 www.sthreesecurity.com

INVOICE

BILL TO
 Middle Village CDD
 475 West Town Place
 Suite 114
 St Augustine, FL 32092

INVOICE # 7223
DATE 10/01/2021
DUE DATE 10/31/2021
TERMS End of the month

823 B

SERVICE MONTH
 October

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-------|----------|
| Dedicated Officer I 10 hours (3p-1a) dedicated foot patrol Mon-Fri; 12 hours (1p-1a) dedicated foot patrol Sat-Sun | 330 | 22.50 | 7,425.00 |
| Dedicated Officer I 7 hours (3p-10p) dedicated basketball court attendant Mon-Fri; 9 hours (1p-10p) dedicated basketball court attendant Sat-Sun | 237 | 22.50 | 5,332.50 |

BALANCE DUE **\$12,757.50**

APPROVED
Code to:
Middle Village Security
2-320-572-345

OCT 14 2021



From: Oakleaf Venues venuere rentals@oakleafresidents.com
Subject: MVCDD refund of deposit request - SHANA WILLIAMS
Date: October 12, 2021 at 6:09 PM
To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good evening Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – PO PATIO (SUNDAY) 2:00 P.M. to 6:00 P.M.
 - DATE OF VENUE – OCTOBER 3, 2021
 - RESIDENT/CUSTOMER – SHANA WILLIAMS
 - ADDRESS – 573 OAKLEAF PLANTATION PKWY #647, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$100.00
 - RENTAL FEE DEPOSIT was via AMEX(3004)
 - DATED: 08/30/21
 - SEQ#: 4
 - BATCH#: 200
 - INVOICE#: 4
 - APPROVAL CODE: 820113
 - AMOUNT: \$100.00

805B
2-300-369-103

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|-----------------------------------|---------|-----------|-------|------------|-------------|
| 08/30/21 | 08/30/21 | 10/03/21 | Shana Williams - PO PATIO DEPOSIT | DEPOSIT | \$ 100.00 | | | AMEX-820113 |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office THURSDAY, OCTOBER 14, 2021 thru SUNDAY, OCTOBER 16, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuere rentals@oakleafresidents.com
 (904) 770-4661 voice email
 (904) 375-9285 ext. 3
www.oakleafresidents.com

Governmental Management Services

www.OakLeafResidents.com

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



From: Oakleaf Venues venuere rentals@oakleafresidents.com

Subject: MVCDD refund of deposit request - SHARON YOUNG

Date: October 12, 2021 at 5:56 PM

To: Margaret Bronson mbronson@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com

Cc: Daniel Laughlin dlaughlin@gmsnf.com, Marilee Giles mgiles@gmsnf.com

Good afternoon Margaret and Oksana,

Please make the following refund at your earliest opportunity:

- REFUND FROM MVCDD – for the following venue.
 - LOCATION – PO PATIO (SATURDAY) 2:00 P.M. to 6:00 P.M.
 - DATE OF VENUE – OCTOBER 2, 2021
 - RESIDENT/CUSTOMER – SHARON YOUNG
 - ADDRESS – 1122 MOOSEHEAD DRIVE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$50.00 - VIOLATIONS consisted of: Cleaning, Parking, Alcohol w/no LLC on file and Responsibility of Guests
 - RENTAL FEE DEPOSIT was via VISA(2817)
 - DATED: 09/01/21
 - SEQ#: 2
 - BATCH#: 201
 - INVOICE#: 2
 - APPROVAL CODE: 568553
 - AMOUNT: \$100.00

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|---------------------------------|---------|-----------|-------|------------|-------------|
| 09/01/21 | 09/01/21 | 10/02/21 | Sharon Young - PO PATIO DEPOSIT | DEPOSIT | \$ 100.00 | | | VISA-568553 |

Let me know if you have any questions or require any additional information.

Thank you.

I will be out of the office THURSDAY, OCTOBER 14, 2021 thru SUNDAY, OCTOBER 16, 2021, therefore, if you require immediate attention please email me, or you may leave a detailed message at 904-770-4661 with your NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuere rentals@oakleafresidents.com
(904) 770-4661 voice email
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866B

2-300-369-103

SoutheastFitness

REPAIR

Equipment Repair & Maintenance

14476 Duval Place West, Suite 208 • Jacksonville, FL 32218

Office: 904.683.1439 • Fax: 904.683.1624

southeastfitnessrepair@comcast.net

www.southeastfitnessrepair.com

Invoice # 16630A

Date: 29-Sep-2021

Payment is due within 30 days of invoice date.

| | |
|-----------------------------|---|
| Facility Name: | Middle Village |
| Facility Address: | Plantation Oaks Attn: Lynne 370 Oakleaf Village Parkway Orange Park, Florida 32065 |
| Billing Address: | Plantation Oaks Attn: Lynne 370 Oakleaf Village Parkway Orange Park, Florida 32065 |
| Contact & Phone: | |
| Reason for call: | PM 3 TREADMILLS 3 ELLIPTICALS 2 SPIN/ROWERS 2 BIKES 1 MULTI STATION 7 SINGLE STATIONS \$273.60 JAY 904-562-0249 |

| Description | Part # | Part Cost | QTY | Total |
|---|--------|-----------|--------------------|--------|
| PM - FLAT RATE: TRAVEL + FIRST HOUR LABOR | | 273.00 | 1.00 | 273.00 |
| Comments: | | | <i>Parts Total</i> | 273.00 |
| | | | <i>Tax</i> | 0.00 |
| | | | <i>Balance</i> | 273.00 |

Technician: ROBERT PETERKIN

Thank you for your business.

Code to:

271B
Middle Village Facility Maint. - Preventative
2-330-572-62100





Invoice

Invoice #: 6416

Date: 09/30/21

Customer PO:

DUE DATE: 10/30/2021

BILL TO

Oakleaf - Middle Village CDD
370 Oakleaf Village Parkway
Orange Park, FL 32065

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#6036 - Clock replacement at the middle village amenity

Short in the clock causing clock to blow fuses installed new Hunter ACC 99 clock

Irrigation

\$2,400.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$2,400.00

Code to:

704B

Middle Village - Irrigation Repairs

2-330-572-43400

OCT 20 2021



Invoice

Invoice #: 6559

Date: 10/01/21

Customer PO:

DUE DATE: 10/31/2021

BILL TO

Oakleaf - Middle Village CDD
370 Oakleaf Village Parkway
Orange Park, FL 32065

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

| DESCRIPTION | AMOUNT |
|---|-------------|
| #4212 - Standard Maintenance Contract 2021-2022 October 2021 Work order #1846 Zach | \$36,592.46 |

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE **\$36,592.46**

Code to: 704B
2-320-572-462
Middle Village Landscape Maintenance

OCT 20 2021

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|--|--------|----------|----------------------------|
| 10/26/21 | 00056 | 10/01/21 1156 | 202110 600-53800-64000 | RPR DIAGNOSE PATHWY LGHTS ADELCO ELECTRIC INC | * | 600.00 | 600.00 000436 |
| 10/26/21 | 00076 | 10/19/21 10192021 | 202110 600-53800-64000 | ICE MACHINE CLEANER HOWARD SERVICES INC | * | 510.75 | 510.75 000437 |
| 10/26/21 | 00078 | 8/27/21 2327 | 202108 600-53800-64000 | RPR EZGO INDUSTRIAL CIRCLE LLC | * | 59.50 | 59.50 000438 |
| 10/26/21 | 00077 | 10/18/21 QUOTE 11 | 202110 600-53800-64000 | SUPPLY & INSTALL IG LEE & CATES GLASS | * | 167.94 | 167.94 000439 |
| TOTAL FOR BANK C | | | | | | 1,338.19 | |
| TOTAL FOR REGISTER | | | | | | 1,338.19 | |

Invoice

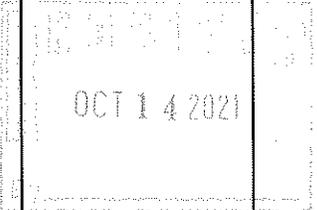
ADELCO
 ELECTRIC INC
 PO Box 309
 Middleburg FL 32050
 904 759-6408

| | |
|-----------|-----------|
| Date | Invoice # |
| 10/1/2021 | 1156 |

Adelcoelectric@comcast.net

Bill To
 Middle Village CDD
 Orange Park, FL 32065

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| Quantity | Description | Rate | Amount |
|--|--|---|-----------------|
| | Diagnose Pathway lights Six hours labor | 600.00 | 0.00 600.00 |
| <p>Code to: <i>56C</i> Middle Village Repair and Replacements 34-600-538-64000</p> | | | |
| | |  | |
| | | Total | \$600.00 |



SERVICE PROPOSAL

10/19/2021

| | | |
|--|-----------------------------------|--------|
| SUBMITTED TO: | JOB INFORMATION: Amenities Center | |
| Oakleaf Plantation 370 Oakleaf Village Pkwy Orange Park, Fl. 32065 | ADDRESS: | |
| | CITY/STATE: | |
| | CONTACT: | PHONE: |

Howard Services, Inc. is pleased to offer for your acceptance our Proposal to clean the condenser coil and water side of the ice machine in the kitchen.

PRICE INCLUDES:

Ice Machine Cleaner
Labor

WE PROPOSE to hereby furnish materials and labor in accordance with the above specifications, for the amount of: Five Hundred and Ten Dollars and 75/100 Dollars \$510.75

*P.O. Box 5637 • Jacksonville, Florida 32247-5637 • (904) 398-1414
FL CAC023502 • GA CN0055014
www.howardshvac.com*

76C

**Code to:
Middle Village Repair and Replacements
34-600-538-64000**



Industrial Circle LLC
2761 Blanding Blvd
Middleburg, FL 32068 US
(904) 237-8659
industrialcircle@gmail.com

IC INDUSTRIAL
C I R C L E
Affordable Golfcart Repair

BILL TO
Oakleaf Plantation
370 oakleaf village pwky
orange park, fl 32065

SHIP TO
Oakleaf Plantation
370 oakleaf village pwky
orange park, fl 32065

INVOICE 2327

DATE 08/27/2021 TERMS Net 30

DUE DATE 09/26/2021

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|--|--|-----|-------|--------|
| | Air Filter, E-Z-Go RXV, TXT 06+ 295/350cc, TXT w/Kawasaki Engine, Club Car Precedent | Air Filter, E-Z-Go RXV, TXT 06+ 295/350cc, TXT w/Kawasaki Engine, Club Car Precedent | 1 | 24.00 | 24.00 |
| | Labor | rewire switch change battery on ezgo | 1 | 95.00 | 95.00 |

i need the tax farm industrialcircle@gmail.com

TOTAL DUE \$119.00

78c

~~59.50~~

Code to: Split 50/50
Double Branch Repair and Replacements
2.320.57200.63100
Middle Village Repair and Replacements
34-600-538-64000

RECEIVED
OCT 14 2021
By: _____



LEE & CATES
GLASS | Since 1926

Quote 111733

Date: 10/18/2021

Page: 1 of 2

Middle Village CDD
Oakleaf Plantation
845 Oakleaf Plantation Pkwy
Orange Park 32065

Job: Middle Village CDD
Oakleaf Plantation
845 Oakleaf Plantation Pkwy
Orange Park FL 32065
Mobile: 904-562-0249
Email: manager@oakleafresidents.com

| Quantity | Description | Size | Area | Rate | Amount |
|----------|---|-------------------|------|--------|--------|
| 1 | Supply and Install IGs | | | 335.89 | 335.89 |
| | 1 x IG 5/8" OA: 1/8" Clear Annealed / Black Spacer 3/8" / 1/8" Clear Annealed | 30-3/8" x 30-3/8" | 7.11 | | |
| | Flat Muntin White (3/4") | 6.4072sq ft | | | |
| | 1-H | | | | |
| | 1-V | | | | |
| | 1 x Sikasil-N Plus RTV Silicone (Tube) Clear | | | | |
| | Glazing Labor | | | | |



Code to:

Middle Village Repair and Replacements

34-600-538-64000

Pay only \$167.94 (50% was previously paid as deposit)

77c



All custom items are made to order. Sales of these items are final and are not eligible for return, refund, or exchange.

This quotation is valid for 30 days from the date of issue.

A deposit is required before any work can commence.
The balance is due upon pickup, delivery, or installation.
Required Deposit: 50% (\$167.95)

| | |
|---------------|-----------------|
| Subtotal: | 335.89 |
| Tax Exempt FL | |
| 0.0%: | 0.00 |
| Total: | \$335.89 |

891 Blanding Boulevard, Orange Park, FL 32065 | PO Box 41146, Jacksonville, FL 32203
904.278.9160 | OrangePark@LeeAndCatesGlass.com | LeeAndCatesGlass.com

A/R 904-354-4643



Terms and Conditions:

1. This quote is valid for 30 days from the date of the order. Our prices include measurements, fabrication, delivery, and installation of materials specified unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 8:00am - 5:00pm Mon - Fri.
3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
4. All the Material shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, texture and performance standards.
5. Lee & Cates Glass will not be responsible for any discrepancies in customer provided measurements. Estimates based on customer measurements are subject to a site visit prior to quote confirmation.
6. If existing obstructions must be removed **or customer's structure needs to be modified or corrected** for installation, Lee & Cates Glass reserves the right to require customer to modify the work area.
7. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Lee & Cates Glass shall not be held responsible for delays caused by suppliers and manufacturers.
8. One trip for Field Measurements and one trip for installation per project is included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement.
9. All glass and/or mirror products must be inspected at the time of **pick up/delivery or installation**. Lee & Cates Glass is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
10. In the event of any action or proceedings brought for the recovery of amounts due for products or services obtained from Lee & Cates Glass to pay all costs of collection including but not limited to attorney's or collection agent's fees. Returned checks will also result in additional fees in accordance with current statutes.

ACCEPTANCE OF ORDER: I accept the enclosed mentioned description of work for the stated price.

Customer Acceptance: _____

Acceptance Date: _____



LEE & CATES
GLASS | Since 1926

Receipt of Payment

Deposit No: 29151
Date: 10/20/2021
Quote: 111733
Page: 1 of 1

Bill To: Middle Village CDD
Oakleaf Plantation
845 Oakleaf Plantation Pkwy
Orange Park 32065
904-562-0249

Site Address:
Middle Village CDD
Oakleaf Plantation
845 Oakleaf Plantation Pkwy
Orange Park FL 32065

| Quantity | Description | Size | Area | Rate | Amount |
|----------|---|-------------------|------|--------|--------|
| 1 | Supply and Install IGs | | | 335.89 | 335.89 |
| |  1 x IG 5/8" OA: 1/8" Clear Annealed / Black Spacer 3/8" / 1/8" Clear Annealed Flat Muntin White (3/4") 1-H 1-V | 30-3/8" x 30-3/8" | 7.11 | | |
| |  1 x Sikasil-N Plus RTV Silicone (Tube) Clear Glazing Labor | 6.4072sq ft | | | |

Deposit received.

Thank you for your business.

Subtotal: 335.89
Tax Exempt FL 0.0%: 0.00
Deposit Paid: -167.95
Balance: **\$167.94**

SIXTH ORDER OF BUSINESS



MBS CAPITAL MARKETS, LLC

UNDERWRITING AGREEMENT MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021

Board of Supervisors
Middle Village Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this agreement (the “Agreement”) with the Middle Village Community Development District (the “District”) which, upon your acceptance of this offer, will be binding on the District and the Underwriter. This agreement relates to the proposed issuance of the District’s Series 2022 Refunding Bonds (the “Bonds”) for the purpose of refunding the District’s outstanding Series 2018A-1 Bonds (the “Prior Bonds”).

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - o Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
 - o Preparation of rating strategies and presentations related to the issue being underwritten.
 - o Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
 - o Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - o Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
 - o Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - o Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - o Preparation of post-sale reports for the issue, if any.
 - o Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** No fees will be incurred with the execution of this Agreement. The underwriting fee for the sale or placement of Bonds is 1% of the principal amount of the Bonds or \$50,000, whichever is greater. The

Member: FINRA/SIPC

3414 W. Bay to Bay Blvd., Suite 300,
Tampa, FL 33629
PHONE: 813.281.2700

152 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

Page | 2

Underwriter will be responsible for its own out-of-pocket expenses with the exception of underwriter's or disclosure counsel which fee will not exceed \$40,000 and will be paid from the costs of issuance account. Such fee as well as any fees payable to the Underwriter will be entirely contingent upon the successful sale and delivery or placement of the Bonds.

3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel, if any, will deliver to the District a purchase or placement contract setting forth its rights and duties in connection with such purchase or placement as well as detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

Page | 3

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

By execution of this Agreement, you are acknowledging receipt of the MSRB Rule G-17 required disclosures attached hereto as Exhibit A.

Sincerely,
MBS Capital Markets, LLC

Rhonda Mossing

Rhonda Mossing
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



MBS CAPITAL MARKETS, LLC

Page | 5

delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

SEVENTH ORDER OF BUSINESS

A.

1.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

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. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“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:

* * *

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

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

2.

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

3.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2021- [REDACTED]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the [REDACTED] 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 [REDACTED], Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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 ___ day of _____, 2021.

ATTEST:

[REDACTED]
COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A



COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes*

_____, 2021

Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the [redacted] Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone [REDACTED], email [REDACTED]).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

[Redacted] Community Development District
[Redacted]
[Redacted]
[Redacted]

2. Email Address

[Redacted]

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

4.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

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Middle Village Community Development District (CDD)

845 Plantation Oaks Parkway, Orange Park, FL 32065

904-375-9285; manager@oakleafresidents.com

Memorandum

Date: November 2021
To: Board of Supervisors
From: GMS – OakLeaf Operations Manager

Community:

Special Events

- Recent event: Pumpkin Plunge, Resident run event at MV
- Upcoming: Virtual Turkey Trot, movie on the green

Aquatics

- Pools closed for the season. Adults only until Spring Break 2022
- Tested heaters for MV, Lap pool heated and rules/operational hours posted

Amenity Usage

- *Total Facilities Usage – 7267*
- *Average daily usage – 234*

Card counts:

| | |
|-----------------|----|
| MV Owners | 39 |
| MV Renters | 28 |
| MV Replacements | 11 |
| MV Updated | 14 |

Total cards printed: 176 (both districts)

Rentals

- *12 of 31 days rented in Oct ,4 of 5 weekends rented*
- *19 Grand Ballroom rentals, 2 Grand Lawn rental, 2Bridal Suite rentals, 2 patio rentals*
- *36 tours (approx.90 hours)/105 hours used for scheduling, administrative, etc.*

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Memorandum

Operations:

- Updates on projects: promenade lighting repair
- Updates/quotes for fencing, and additional property controls

MAINTENANCE

- Install hooks and shelving for cleaning supplied at FC
- Repair of Ice Machine completed
- Replace 3 ballasts and 2 bulbs (LED) at Promenade
- Complete cleaning(chemical cleaning and rinse) of ice machine coordinated
- Removal of multiple trailer loads of old wood decking – taken to rosemary hill
- Painted 26 wooden turkeys for Virtual fun run
- Removal of connex boxes at tennis area (landscape boxes)
- Repair of window at tennis building finalized (thermal sealed double pane window placed)
- Coordination of tree removals at Tennis areas (quotes to present)
- Replace multiple guest wi-fi routers at Amenity center
- Cutting of multiple planks for gazebo repairs
- Cut and mount signage for dogs, operational hours, cameras, etc...
- Replace starter on Golf cart
- Install of lockboxes for Security staff
- Audit of access cards – ongoing (to include audit of adult family members in household)
- Continued formwork and prep for Change out of Tennis walkway (concrete)
- Coordinate repair of Treadmill at Fitness Center
- Cut backing for new and replacement signs – ongoing
- Data collection for Florida Department of Labor
- Continual Lake Inspections – all lakes inspected monthly – reports kept on file in Ops. Manager office.
- Audit and changes made to payroll to meet all new hourly pay requirements
- Annual district staff evaluations and pay changes made
- Coordinate leak testing, and inspection of gas heaters
- Payroll reports for public records requests submitted
- Continual Park inspections and cleaning – reports kept on file.
- Light Inspections completed – Whitfield, Boulevard, Parkway, and Hamilton Glenn completed 10/3. Forest Brook, Creekview, Oakpoint, and Timberlake completed 10/28.

Landscaping

- *Irrigation repairs at Amenity Center (clock, well valve)*
- *Monthly report for Oct submitted and filed at Operations office*

For questions, comments, or clarification, please contact:

- Jay Soriano, Oakleaf Operations Manager 904-342-1441

jsoriano@qmsnf.com