

DOUBLE BRANCH
Community Development District

MARCH 11, 2024

AGENDA

Double Branch Community Development District

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

March 4, 2024

Board of Supervisors
Double Branch Community Development District

Dear Board Members:

The Double Branch Community Development District Board of Supervisors Meeting is scheduled for **Monday, March 11, 2024 at 4:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments (limited to three minutes)
- III. Approval of Consent Agenda
 - A. Minutes of the February 12, 2024 Board of Supervisors Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- IV. Ratification of Agreement for Professional Engineering Services and Work Authorization No. 1 with Matthews | DCCM
- V. Acceptance of the Draft Fiscal Year 2023 Audit Report
- VI. Discussion of Proposed Fiscal Year 2025 Budget
- VII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager

D. Operations Manager - Memorandum

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

IX. Next Scheduled Meeting – April 8, 2024 at 4:00 p.m. 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

A.

**MINUTES OF MEETING
DOUBLE BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Double Branch Community Development District was held Monday, **February 12, 2024** at 4:00 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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|--------------|---------------------|
| Cindy Nelsen | Chairman |
| Chad Davis | Vice Chairman |
| Tom Horton | Assistant Secretary |
| Scott Thomas | Assistant Secretary |
| Andre Lanier | Assistant Secretary |

Also present were:

| | |
|------------------|--------------------------|
| Marilee Giles | District Manager |
| Mike Eckert | District Counsel |
| Jay Soriano | Field Operations Manager |
| Chalon Suchsland | VerdeGo |

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order at 4:00 p.m. A quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Soriano stated I do have somebody here. We have had a change in our vendor fair, holiday market. This happened a few years ago. We had Carla Reed that used to run the expo, and when she moved out of town, Donna Tingle came in and wanted to do both where she had one event here and then one event at your district. She has moved and kind of handed it on to friends of hers that have worked with her at the event for the last four or five years. So, they're familiar with it. I told them how the process goes, so they come to you and ask if we want to carry it on that way and kind of keeping it run through some residents here. I've gone through all the expectations and list of rules. I did ask for them to write out a business plan the same way we did in the past. So, in your packet there in front of you, there is a couple of sheets of paper, and they're planning on running it the same way and keeping it a little bit smaller than what we had

when it was the old expo. There is one plan each year for each side, so two. One for your side, one for Middle Village. They did come to the Middle Village meeting to make sure they were good with it. Middle Village did decide to move on and allow them to take over the one year. We will update our usage agreement. We talked about that back when Donna took over from Carla, but we'll do the same thing. Mike and I will put together a usage agreement, make sure all the particulars are met, and if there's any other concerns, that's where they're here to answer any questions or talk to you and get your permission.

Mr. Thomas stated so your plan pretty much will mirror the one that was already set in place.

Amy Brown stated yeah.

Mr. Thomas stated how do you advertise to vendors? Through Facebook?

Amy Brown stated yeah, pretty much. There's a social media page set up for everybody to communicate through. I have a lot of interest right now, but I just told them that it's on hold until we can get permission for us to continue.

Mr. Lanier stated have you had any discussions with the elementary school OVE, as far as overflow parking or anything? Have you thought about that one?

Amy Brown stated yeah, I know when Donna was doing it, people were parking over there. I'm not for sure. She didn't ever discuss that with me. But I don't have a problem with contacting them to see if they are okay with it.

Mr. Lanier stated I think they're relatively open to it. Just stay off the grass with it. But that'd be something I'd look at because otherwise we're going to get people parking in no parking areas and then they're going to get towed, and that's probably going to come back on you in some regards.

Amy Brown stated yeah, I don't have a problem with contacting them.

Mr. Horton stated so you're going to do it twice a year, is that correct?

Amy Brown stated yeah, once in October on this side, and I have the date on there as April the 6th for the phase one side. But if I need to change the date or make it even like a later month.

Mr. Thomas stated I-9 started.

Mr. Soriano stated soccer and I-9 will both be going. So, in the past they would coordinate with them, and a lot of times what would happen is they cut the number of games and

some would get moved to the summer. Not that they're required to because they have their own usage agreement, but they were usually pretty good at working with whoever ran it because if you recall, Carla's was really big and it would be problematic near the end where we asked Donna to keep it a little bit lower, so you will see that in her business plan there. So if we had to, we will kind of continue to work with the groups that are out there to be able to do everything. In April, our pools are also open, and if it continues to be warm like this, we have rentals, we have the pool, we have soccer, we have I-9 and the fitness center. So, we will have to utilize the village center parking lot and the elementary school to be able to do something like this.

Mr. Lanier stated how many vendors did Carla have?

Mr. Soriano stated I'm not sure the actual amount of vendors. There was a time where she had more than 150 spots. Some of the vendors had multiple spots, so there was a bounce house person and they had four or five bounce houses out there. But I would guess 75 to 100 different vendors.

Mr. Lanier stated would you make money with just 50 vendors?

Shawn Brown stated we're not doing it for a whole lot of money. We're going to be one of the vendors there as well. We just want to be able to keep the presentation going because through the forums and stuff that she does on Facebook there's interest and especially the fall one that's over here, a lot of the community walks to them for something to do.

Mr. Lanier stated that's appreciated.

Mr. Thomas stated is your plan to keep it to the parking lot or are you looking to maybe expand it onto the field a little bit?

Amy Brown stated No, we've always stayed on the parking lot. And I think in phase one, I want to say she only had 43 vendors.

Mr. Soriano stated yeah, we did give Donna that expectation. She couldn't go in the field, but Carla did for that.

Mr. Lanier stated are you guys using that first field for something?

Mr. Soriano stated the one closes is I-9 right now. They started two weekends ago, so Florida League is all the way back towards the pond side.

Mr. Thomas stated have you been able to contact I-9 or Florida League to schedule that yet?

Amy Brown stated I spoke with Donna and she was supposed to give me their information so that I could contact them to try to work dates, but she never got back to me.

Mr. Soriano stated if we decide this is the way you guys want to continue I can get in touch with them and make sure they all work together. And then also Wanda, usually I keep her in any emails because of things like rentals. Now you're not as big as over here and over here we don't ever want a wedding to be inconvenienced because of the extra stuff. But over there you have smaller facility. It is still nice to know because we get the rentals that are mad because they've rented it out, that little room, and they don't have anywhere for their guests to park. So, we do give them that information beforehand that it's going to be a little busy that day.

Mr. Horton stated I think it's a good idea.

Mr. Lanier stated do we need to make a motion?

Mr. Eckert stated I think you can rely on board direction, but we will want an agreement with insurance and that sort of thing.

Mr. Thomas stated as long as your paperwork is there and you're communicating, I'm a big fan. I go to just about all of them and I think it's a good thing for the community, especially the walking up community, on a nice Saturday. But communication is key with all of the sports events going on. And I would also maybe take it a step further, maybe pre advertise it, like maybe if we can allow them to put out a sign saying, hey, reminder, don't park here on Saturday morning. Because I know that one year your vendors were blocked by cars having to be moved and I'm trying to reduce the headache and just getting the word out there. Not all of us old people are on Facebook, so advertise it different ways other than Facebook.

Amy Brown stated yes, definitely.

Ms. Giles stated thank you. Are there any other public comments?

Mr. Lanier stated do we make that direction?

Mr. Eckert stated unless there's somebody opposed, I think staff's going to take that direction.

Mr. Lanier stated okay.

Mr. Thomas stated Chad, any comments on that?

Mr. Soriano stated Chad?

Vice Chairman Davis stated no, as long as the insurance is in place and like you said, communication is taking place, we're good.

Ms. Giles stated thank you.

Mr. Lanier stated thank you. I appreciate you guys.

Ms. Giles stated Any other public comments?

Stephen Fagan stated I'm always making observations. As you all know. One is some of our community parks, neighborhood parks, I'm noticing more and more individuals parking up on the turf or the grass. Can we do something about that? No Parking signs or something to that effect? Because eventually that turf is going to become worn down and it's going to make the neighborhood look unappealing. Likewise, there are individuals starting to do that as well in front of their homes, pulling up on the curbs and parking in the grass areas. So can something be done?

Mr. Soriano stated we can only direct deal with one per, say, the playgrounds. They actually pull up in the playground area. Once you get into that area, like Oaks, Fall Creek, once you get inside past our main roads, you're now dealing with a homeowner area, the HOA. We don't own any property in there, so we don't have the ability to tow or plant signs on property.

Mr. Lanier stated with parking on the grass in front of a home, all you have to do is take a picture and send it in anonymously to the HOA. It's right there on their website. I've done it several times for multiple things within the neighborhood. Just send it in and they've got documented proof, and they'll send out a letter to say, hey, you can't do this. And if it continues, then the HOA will ratchet up their response.

Vice Chairman Davis stated I'm a little fuzzy on the audience comment. What property are you talking about?

Stephen Fagan stated if you're at the community center and you make that first left, you drive right down to the roundabout, it's that park on the other side.

Mr. Soriano stated that would be Worthington Oaks. I can tell you especially with Worthington Oaks that one does get bad because the backside has a big empty area where that split rail really isn't that close to the road. Where if you notice a lot of places where I put up split rail, I try to get as close as I can without really getting into county right of way. We can't plant it in the county right away unless I've run through it with them, which doesn't work out very well, but I try to get as close as possible. With that one, you can fit a semi back there.

Mr. Lanier stated just take a picture and you can send it to Jay. I mean, honestly, and if my understanding is correct, we've given Jay authorization to call the tow trucks. We don't want

to have neighbors that are saying, I'm just going to tattle tell. But if it is something like that, absolutely, because you're concerned. So just snap a picture, send it to Jay and then let's get that taken care of.

Mr. Soriano stated as long as they're still there. It's not usually anything quick. If you send me that picture and I go out there and I see them, sometimes it takes a couple hours for the tow trucks get there. If they're still there, they're going to get towed.

Stephen Fagan stated sometimes they have parties and they're all day up on the grass.

Mr. Soriano stated don't call me at twelve or one in the morning because I may not answer.

Stephen Fagan stated duly noted, I appreciate it.

Mr. Horton stated where do you live?

Stephen Fagan stated I live in Worthington Oaks.

Mr. Horton stated I live where the Piedmont Park is in Stonebriar and people come out and fish sometimes and park right on the grass. I just walk over and ask how the fishing is going and stuff like that and say, by the way, did you know you're not supposed to park on the grass and I haven't had anybody argue with me yet. They usually say oh, I didn't know that, I'll move right now.

Stephen Fagan stated I did that to one individual because not only did she park on the grass but she pulled up in the park with her car. And so I just went over there and said politely, you're not supposed to park inside the park, you're supposed to park on the street. She gave me a nasty look, but she eventually moved her car.

Sheila Kerr stated I live in Forest Brook. I'm here because I'm concerned with the maintenance of our community. I notice a lot of things that are not getting done from the time that I first moved in to where we are now. I have a lot of pictures on my phone here that I can show. I don't like sharing my phone just for privacy purposes, but I do have pictures on my phone. One of the things I noticed is that we did have some people come out to spray the fence, but what they did is they went straight out. They didn't go on the side where the fence is sometimes turned. Those are the community fences that go on the side. They didn't do that. They just went straight out.

Mr. Soriano stated Deerview is just Deerview. You're actually in another district. You're in this district here.

Sheila Kerr stated I'm in the wrong meeting?

Mr. Soriano stated yeah, it's okay. But they do have some roads that are like that. Once they turn into the neighborhoods, the District no longer maintains them. Those fences continue, but we don't do those.

Sheila Kerr stated I don't want to waste your time if I'm in the wrong meeting because my concerns are with the whole place.

Mr. Soriano stated we operate the same way on their side. You may have seen those guys were out pressure washing last week or the week before. Typically, we don't wash in February or January.

Sheila Kerr stated do we have scheduled times that we do that?

Mr. Soriano stated you don't actually have like a standing contract. There's just so much out there to pressure wash. They try to get as much done as they can. You also don't pay for anything they can't complete, but you have thousands and thousands and thousands of linear feet of fencing. That's not the only thing they do: the buildings, many of the sidewalks, they do your playground structures, and things like that. But the fences in particular, like I said, even though we don't own some of those fences, we still wash them when you see them from the main roads.

Sheila Kerr stated right. Because what they did is they went straight down. And those fence, that curve at into people's property, that is not our fences, they didn't get.

Mr. Soriano stated we don't own some of the fences that we wash. Like you drive up and down this road, we don't own the grass or that fence. It sits on both. We've decided to maintain and cut the grass but we don't actually own it there.

Sheila Kerr stated that's the other thing I want to talk about, the grass. I don't know who we contract for with the grass, but it depends on who's out there doing the grass. Because what happens, sometimes they do a good job, and sometimes if they don't feel like edging, they don't edge. And that looks nasty when you're walking. I see that because I'm out all the time walking with my animals. So, I get a chance to notice that. So, it depends on what person, I don't mean company, but what person is actually doing the mowing for that day, what quality of job that you'll get from the lawn mowers. And the other thing is those trees out there, do we have a schedule for the trees? How often do we get the trees trimmed?

Mr. Soriano stated we don't trim those trees. Those are pine trees on Deerview.

Sheila Kerr stated no, we have other trees on the other side.

Mr. Soriano stated the only things we do are DOT standards where it's 14-feet or lower, but outside of that, we don't trim the trees. We don't maintain the oak trees. No, they just grow.

Shelia Kerr stated I noticed that some of the neighbors in the community, they're talking about these crepe myrtles that are planted. But the neighbors are having to go out there and trim the crepe myrtles themselves because they are not being trimmed. So, we don't do any of that either?

Mr. Soriano stated they shouldn't be touching those trees, but we don't trim the myrtles. We do within our properties that we maintain. We have a contracted area, and most of that's kind of like a common area going up and down the road. Deerview is straight down the road to the last two columns, the brick columns at the very back. That's all we do. We don't turn in or anything. So, there are some crepe myrtles there. We trim them like ice cream cones. We follow Florida's guidelines on that. We don't do what a lot of neighborhoods will do. A lot of people like it to trim them back to where they look like kind of skeleton trees. A lot of people like that with crepe myrtles, but we don't do that.

Sheila Kerr stated but we do that when you come down Oakleaf Parkway. I see where they have been trimmed down.

Mr. Soriano stated no. I did bring to the boards certain ones. If you notice the ones at the very front got cut like skeletons. That was because of the power lines over top. We had an easement and they were getting so large that the power company actually came to us and wanted us to cut those. If we allowed them to do it they're just going to hack those trees up. So, we had our contractor trim those back so we can do certain ones, but that is not part of the normal contract. So here, same thing if you look out here, I actually trimmed some of these this year because they're getting a little overgrown. In the roadways we follow the UF guidelines.

Mr. Eckert stated I'm sorry to interrupt here. I just want to make sure all these are maintenance issues that it would probably be better for you to talk to Jay offline about. I'm not trying to cut you off, but we do have a three minute time limit and we're doing a lot of back and forth here. Jay is certainly the one that fields maintenance issues.

Sheila Kerr stated no problem. I just want to say one more thing and then I promise I'm done. You know those columns that we have that says Forest Brook or Creekview? Who's responsible for cleaning those? Because they look filthy.

Mr. Soriano stated they haven't cleaned those yet. Like I said, we will get to pressure washing. We did just do all of their side, then we'll make it back and forth.

Sheila Kerr stated but we are going to get them done?

Mr. Soriano stated Yes.

Mr. Lanier stated what I recommend you do is just take a picture if there's something you don't like and please send them to Jay.

Sheila Kerr stated I have pictures.

Mr. Lanier stated we understand privacy concerns and all that stuff but if you send them to Jay they're not going anywhere except maybe to the board. That's it. And that just opens up the eyes. So, if you've got something, just take a picture and send it.

Sheila Kerr stated I hate to do this to you, Jay, but you're going to get flooded with a lot.

Mr. Soriano stated I get pictures all the time. This is now an almost 20-year-old neighborhood and we have a lot to take care of.

Mr. Lanier stated we see things as well and we bring it up, but we can't see everything. Everybody's got a different perspective.

Mr. Thomas stated you're out and about walking. So, when you're out and about walking, you see a lot more than somebody driving by.

Ms. Giles stated this is all valuable. I think what you said, though, is you're in the Middle Village CDD, so just as a reminder, their next meeting is March 11th in this same room at 6:00 p.m., so it would be helpful to email all of that to Jay ahead of time and then if you still have concerns, that's your next meeting. You have a website called Middle Village CDD that you can just Google and it's got all the dates. If you scroll down to the bottom, it's got all the meeting dates. But anything you can send to Jay prior to a meeting is certainly helpful.

Ms. Giles stated so, moving on. Item three is discussion of the Blue Angels kiosk. And that's on page six. And I think Mike was going to comment on that.

Mr. Eckert stated in our negotiations with the county for the library site, this was a last minute thing that they brought up was, hey, the county would really like to move the Blue Angels informational kiosk from the area where we all talked about and thought it was going, over to our property that they're going to have a deed to with a reverter back to us. In some ways, it seems like more people would see it, perhaps if there's a library there and all that. But the other thing it does is it kind of hurts our ability to use our property if it reverts back to us if they don't

build a library. So, I need to go back to them and say how we want to handle this. I think there's a way that we can handle it so that we're protected in the event that it reverts back to us, that the county would have to move it to our other location. We could require them to do that. Or my first suggestion would be, there's two parcels there. Why don't you put it on the county parcel, not on the CDD parcel. So that would be my first thing I would go back to them with and then that would eliminate our concern about having the kiosk affect the usability of our property if we ever wanted to use it. So I wanted to bring that up. I'm going to talk more about the deed a little bit later on. Jay, I don't know if you had any comments on that.

Mr. Soriano stated I actually like the old location where they had suggested before, but it does make sense if they do get the property, and they develop it. But I think that I probably go with Mike's first thought is why not just put it in the back property, which they already own.

Mr. Lanier stated is there a third option like saying it's not to be built until you build the library, or decide not to build the library.

Mr. Eckert stated I don't know that that will work for them, because my guess is the grant that they're applying for will need to come through before they get their library funding. But I think it's perfectly reasonable if they're saying, hey, we want it over here, and say, well, then put it on your property. You own property right there that's perfect.

Mr. Horton stated I like the original location. I don't think we should change it.

Mr. Eckert stated ultimately, it's up to the board to the extent that they don't just put it on county property, then we're not involved in it.

Mr. Horton stated it's like a dead spot back in there. If you build the library back there you'd have to wait till library is in before you can actually do anything.

Mr. Lanier stated I think there'd be a whole lot more visitors to the kiosk if it was towards the library. It would make it a little more painful for the schools and that sort of stuff to cross the street. But they do their parades, and they do that sort of stuff, so they can kind of do that one. Where it's at I do think it was a great idea with that one, but I don't know how many people are just going to drive to that end of the parking lot and go take a look at it, versus if they were to drive over to where the library was and go take a look at it and possibly go to the library. I like the old location if we weren't building a library, but we're going to build a library, I think that county property is a good idea.

Mr. Thomas stated and then the county would be responsible for the upkeep, landscape maintenance and the power.

Mr. Eckert stated yes, it would be on county property. That's what we talk about is we're taking care of the parking lot and the lighting, and the county would take care of the property that they own, the landscape maintenance and that sort of thing.

Mr. Horton stated if it's put on our property, there's a parking lot right there.

Mr. Thomas stated I get that but nobody goes there. Whereas if you go to a library that's got people, they're going to go and they're going to look at and go, oh, holy cow, this is part of our community.

Mr. Horton stated I don't think they can put that in until they put a library there.

Mr. Lanier stated but they'll have plans drawn up. How long does it take normally for a building process with plans?

Mr. Horton stated that's assuming that happens before the time runs out to build it.

Mr. Eckert stated yeah, this is a two-to-three-year process, probably to just get it planned, funded before you ever even break dirt. That's why they're asking for five years on the reverter.

Mr. Horton stated the grant money might run out before then.

Mr. Lanier stated if you put it at a corner, because they're not really worried about parking, right? If they put it at a corner, they can build around it. I don't see that being a big deal from an architectural point of view. They can just work around it.

Mr. Eckert stated if we put it on our property are they going to work around it anyway? They're going to have to work around it if they want it in this area, whether it's on ours or the county's.

Mr. Horton stated I prefer to have it where we were talking about originally. I think it's a better location. Just my opinion.

Mr. Lanier stated what do you need from us, Mike?

Mr. Eckert stated I need to know how you want me to respond to the county in terms of the change of location. My suggestion is that if you like the original location, as a consensus board that we just say we like it at the original location. And if the county wants it over there, the county can put it on their property.

Mr. Horton stated are they ready to build the kiosk now?

Mr. Eckert stated it sounds like they have a deadline for a grant that they're trying to get, and they have to identify the location in the grant application.

Mr. Thomas stated I'm thinking from a teacher point of view, because if the school was going to use it for learning about some history type of thing, I would be more comfortable being over in a large parking lot area as opposed to right next to a major road where the stoplight is and then turning over by the pickleball courts. Because if you're talking elementary kids, I would feel safer if they were over on a big grass area at the corner. At the corner, you just cross the street and boom, you're there. Either way, they're going to have to cross the street. So, I'm thinking more of a safety perspective if I were to take kids over to it, then I would rather be over there where that library is going to be built. Now, I would prefer it be towards the front. I think it's going to receive more foot traffic. Because if we do get a library people might think oh, I'm already here, what's that cool looking thing over there? Hey, look, blue angels. And I like the fact that the county can pay for the lights.

Mr. Horton stated either way you cross the street.

Mr. Thomas stated right, but I'm talking about when you're actually standing there. We're going to be standing, like, close to a road as opposed to being all the way over there away from a main road.

Mr. Lanier stated so we make a motion either to move or not move?

Mr. Eckert stated I don't need a motion. I just need a direction from the board. I mean, I need to know from a majority of the board if you want to keep it where it's at. Are you amenable to it being put on the district property in the park? Which again, if it reverts back to you, then your usable space is used up with the billboards and things that you had no control over how they were planned or where they were placed. I just need to know from at least three of you how you feel about it.

Vice Chairman Davis stated I like it on county property over by where the library is going to go and they can maintain it.

Mr. Lanier stated what kind of vibe are you getting from the county about the library?

Mr. Eckert stated I'm getting a good vibe that they want to do it because they keep reaching out to us, but again, I liked it over here in the library site better just for the traffic issue. You guys were talking foot traffic, people walk in the library and think oh, what's that?

Mr. Lanier stated I would vote to say I like it over on the county side with the library.

Mr. Eckert stated alternatively, would you go back to the original location?

Mr. Lanier stated what's the alternative, they don't build it right? But it would already possibly be built.

Mr. Eckert stated no, what I'm saying is, would any of the board members want to entertain allowing it on CDD owned property in the library area right now?

Mr. Soriano stated so the front of that versus which is basically the back.

Mr. Lanier stated I'm good with either of those two plots, if they're going to build a library, I'm good with that. I'd prefer it be on county property, but I'm okay with it not.

Mr. Eckert stated the county is going to own all that section in there. It's just a question of if they don't build the library and the land comes back to us. It would come back to us with the Blue Angels marquees and everything on the land.

Mr. Lanier stated I'm okay with that. I'd rather it not be that way, but I'm okay with that.

Mr. Thomas stated I'm okay with that. It needs to be towards the front anyway. People aren't going to go walking all the way back there. It's more noticeable and has better parking.

Mr. Horton stated there's your three.

Mr. Eckert stated well, I'll go back to them. Who knows what will happen with it, but I'll let them know that we're amenable to it. Going over on the library area in the place that makes the most sense. The parking issue and the deed, I'm going to talk about under my report.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the January 8, 2024 Board of Supervisors Meeting

B. Financial Statements

C. Assessment Receipts Schedule

D. Check Register

Ms. Giles stated starting on page eleven, there's the January 8, 2024 meeting minutes. Unless there's any changes or corrections, I just look for a motion to approve.

On MOTION by Mr. Horton seconded by Vice Chairman Davis with all in favor the minutes of the January 8, 2024 meeting were approved.

Ms. Giles stated on page 34 are your financials as of December 31st, followed by your assessment receipt schedule showing the District is 95% collected, and then your check register is on page 48 totaling \$138,156.32. I see no unusual variances there. It's pretty standard. Unless there's any comments or questions about the check register, I just look for a motion to approve.

Mr. Horton motioned to approve the check register. Chairperson Nelsen seconded the motion.

Mr. Lanier stated I do have a question about the collections. We were probably sitting at 95% last month. Is there any time frame that we need to be 100% collected?

Mr. Eckert stated you have through March to pay without any kind of interest or penalty. You just get the sliding discount starting in November.

On VOICE VOTE with all in favor the check register was approved.

FIFTH ORDER OF BUSINESS

Consideration of Responses to Request for Qualifications for Engineering Services

Vice Chairman Davis stated I guess it didn't come first.

Ms. Giles stated I put a score sheet there at your table to help us through this process. You have two proposers, Alliant and Matthews right hand side. If there's a supervisor that wants to lead the discussion, we can do that way. But this is the board's opportunity at a publicly noticed meeting to discuss the RFQ and the scores. Mike, is there anything you want to add?

Mr. Eckert stated no, just that if there's a board member that has poured over this, that feels comfortable with their scoring, and they want to go through each cell and propose a score and throw that out there for the board to discuss, my guess is you'll find a lot more agreement than you think. If I were that board member, I would say, let's start with Alliant and let's start with ability and adequacy of professional personnel. I think we should give them a 24. What does everybody else think? And you collectively come up with a score and then move on to consultants past performance and do them one at a time. That's usually the way that we get through this with the most efficiency and have the best discussion.

Mr. Horton stated I did look over both of the submittals, and both of them were impressive. Both of them seem to be really good engineering firms. Alliant seems to be the larger group, not just in the State of Florida, but several other places too. I was concerned about them because they're a big company. That's my only concern. I docked them a little bit because of that. On Matthews, again, another good company I thought. They're a local company, a smaller group. I looked at some of the projects they've done, and they're all local projects around here. So, if they know the Florida Laws and things like that and the county laws, it seemed like they'd be a good fit for me. And on top of that, they also happen to be the engineering firm for South Village, which might be a leg up, too. So, I gave Matthews the lead there.

Chairperson Nelsen stated we have to go block by block, do your score on the ability and adequacy.

Mr. Horton stated on the first block I gave 25 to both of them.

Mr. Eckert stated let's just do Alliant. Let's go horizontal.

Mr. Horton stated okay. I gave them 25 points on the professional personnel.

Mr. Eckert stated okay, let's stop. Does anybody have any different feelings on that?

Mr. Lanier stated the way I did it is I broke up 25 points.

Mr. Eckert stated it's 25 for each firm. It's not a split between.

Mr. Lanier stated I gave Alliant 15 on adequacy out of 25.

Chairperson Nelsen stated I have 20.

Mr. Thomas stated I didn't bring my paper. I know who I had overall.

Mr. Eckert stated that's fine. Chad, did you have any comments on the scores? I think we've heard 15, 20 and 25.

Vice Chairman Davis stated I had 21.

Mr. Eckert stated are there at least three members of the board that are comfortable with 20 or 21? Something like that. Or wants to advocate for 15 or advocate for 25?

Mr. Lanier stated Tom, I like what you were saying about what they've done and looking at the past, and again, it's not a knock on the company, just one seems to be with the size you talked about and with some of the projects that they've done, it looks like one of them is a little stronger. So that's the reason I gave 15 for Alliant, but kind of in the same thing that Tom was talking about with the differences between the two.

Chairperson Nelsen stated the average was 21.

Chairperson Nelsen stated is everyone all right with 21?

There were no objections from any of the board members.

Mr. Horton stated for consultant's past performance I gave him Alliant 20.

Chairperson Nelsen stated I have a 20 as well.

Mr. Lanier stated 20.

Vice Chairman Davis stated 19.

Chairperson Nelsen stated is everybody good to go with 20?

There were no objections from any of the board members.

Mr. Horton stated geographical location I gave Alliant 20 on that.

Chairperson Nelsen stated I have 20.

Mr. Lanier stated I have 20 as well for geographic location.

Vice Chairman Davis stated 21.

Chairperson Nelsen stated is everyone okay with 20 for geographic location?

There were no objections from any of the board members.

Mr. Horton stated next one willingness to meet time and budget requirements, I gave them a 15.

Chairperson Nelsen stated I have a 15 as well.

Mr. Lanier stated 15.

Vice Chairman Davis stated 14.

Mr. Horton stated certified minority business enterprise I gave them a zero on that.

Chairperson Nelsen stated I have a three. They have one woman on.

Mr. Horton stated it's a subcontractor or something.

Mr. Eckert stated it's a subcontractor. The way this works is the proposer has to be a certified minority business enterprise as designated by the State of Florida. If they're not, they get zero points and if they are, they get five points. So it's just do you meet this criteria?

Mr. Horton stated the subcontractor would if that factors in.

Mr. Eckert stated yeah, but that doesn't count. Both of your vendors here will have a zero in that category.

Mr. Horton stated recent current and projected workloads I gave them a five.

Chairperson Nelsen stated I have five.

Mr. Lanier stated I have four.

Vice Chairman Davis stated three.

Mr. Thomas stated do you want to go with the four?

Chairperson Nelsen stated four would be closer to the average.

Mr. Thomas stated I can't remember my number, so I don't want to throw mine out there.

Chairperson Nelsen stated can I get a little explanation on the next one.

Mr. Eckert stated the next one is if they've ever done work for the district, then they would get points for that. But neither one of these firms have done work for the District, so I would recommend zero and zero and that way it doesn't prejudice anybody.

Ms. Giles stated I have 80 for Alliant.

Ms. Giles stated moving down to Matthews.

Mr. Horton stated I gave Matthews a 25 on ability and adequacy of professional personnel.

Chairperson Nelsen stated I had a 25.

Mr. Lanier stated 25.

Vice Chairman Davis stated 24.

Chairperson Nelsen stated we will go with 25.

Mr. Horton stated next one is consultants past performances. I gave them a 25.

Mr. Lanier stated 25.

Chairperson Nelsen stated 25.

Vice Chairman Davis stated 24.

Mr. Eckert stated Chad, are you okay with the 25?

Vice Chairman Davis stated that's fine. I'm not that generous.

Mr. Horton stated geographic location I gave them a 20. They're right across the bridge, too.

Mr. Lanier stated I thought they're a little further out. I gave them 15.

Chairperson Nelsen stated I did a 15 too. I thought they were in St. Johns.

Mr. Thomas stated they're further away than Alliant.

Vice Chairman Davis stated I had 18.

Mr. Horton stated they got a branch office right across the bridge off of Belfort.

Mr. Thomas stated I didn't see that when I looked through it.

Mr. Horton stated the main office is down in St. Augustine.

Ms. Giles stated I have a 20, a 15, a 15, and an 18. Did you want to take the average of that? Is that 16?

Chairperson Nelsen stated 16 for geographic.

Ms. Giles stated everybody good with that?

Mr. Horton stated not really.

Ms. Giles stated okay. It's board discussion. This is your time. This matters.

Mr. Horton stated what did we give Alliant?

Ms. Giles stated 20s.

Chairperson Nelsen stated here are they located?

Mr. Horton stated just north. You get off of JTB. JTB and Belfort is where the branch office is.

Mr. Lanier stated I might have missed that because I looked to see where they were and I didn't see them.

Mr. Horton stated Alliant is south where the car dealerships are. I looked it up on the map. They're south of 295 on US 1. Matthews is a little bit north on I-95. Just a short ways. It's almost equal.

Mr. Lanier stated I think I looked at the Waldo Street address.

Mr. Eckert stated their main office is in downtown St. Augustine.

Mr. Horton stated exactly right. But there is a branch office.

Ms. Giles stated Yes. There's one off South Point Drive in North Jacksonville.

Mr. Horton stated I don't see the difference in giving less for that.

Chairperson Nelsen stated I'm all right with 20.

Mr. Lanier stated I'll put 20.

Vice Chairman Davis stated 20 as well.

Ms. Giles stated everybody's a 20 now.

Mr. Horton stated willingness to meet time and budget requirements, I gave them 15.

Mr. Lanier stated I gave them 15. I mean, I don't think they're going to tell us when they weren't on budget. So what they gave us shows we're on time and we're early.

Mr. Horton stated they did have in there that had never been sued for being late or anything was wrong with their contracts. Again, taking their full word on what they put in application.

Ms. Giles stated Chad, what did you have?

Vice Chairman Davis stated 15.

Ms. Giles stated okay, so I have 15 there. We have zero for minority and then recent, current and projected workloads.

Mr. Horton stated five.

Chairperson Nelsen stated five.

Mr. Lanier stated five.

Vice Chairman stated four.

Ms. Giles stated I have 90 for Matthews.

Mr. Eckert stated unless the board has any other discussion on it, what we'd be looking for is a motion to approve the rankings with Matthews ranked number one, Alliant ranked number two and authorize district counsel to negotiate a contract with Matthews that we would bring back to your next board meeting.

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| On MOTION by Chairperson Nelsen seconded by Mr. Lanier with all in favor ranking Matthews DCCM #1 and Alliant #2 was approved with staff authorized to negotiate a contract with Matthews DCCM. |
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SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert stated this wasn't in the agenda package but if you look here this is a deed with the yellow highlighted language on it. I tried to take the feedback that the board gave me at the last meeting in terms of trying to make sure that this wasn't a bookmobile that the county was going to set up in the parking lot and then also make sure that it was going to be there for a significant period of time before we lose our rights. So, the way that I wrote this is that we would be deeding the property to the county, but if the library isn't developed within five years and we went to them with four years, they said we really need five. So that's why I put five in there. You all did tell me to go for four. I tried and they said that they need five. But if it's not developed in five years and utilized as a public library located in a permanent vertical structure of at least 5,000 square feet in size and thereafter actually used as a public library for a continuous period of at least 25 years, then the title of the property would revert back to us. Also, we put in there,

because they said they want to be able to use it for other civic use space. I said, so long as there's a permanent vertical structure operating as a library in compliance with this paragraph, other civic uses are permitted on the property without triggering a reverter. The 5,000 square feet I made up. They may come back and say, hey, no, that's not what we're doing. We're doing 6,000. This is what I want to propose to them. I just wanted to see if the Board had any additional thoughts on it before I send this to the county and say, here's what we've proposed.

Mr. Horton stated sounds okay to me.

Chairperson Nelsen stated I'm good too.

Mr. Lanier stated do we know what the average size of a library is by chance?

Mr. Soriano stated it's going to be more like 5,000, but I don't know what the original plan was there. If you look at the thing that's up there, that's going to be a little bit below that. So in comparison the library that's in Orange Park is probably just below that. I think that's a good start point, though. We don't want it too small. I'm hoping they do come back and they're actually going to build us something substantial. I don't know. If we ask for more, they could always just turn it down.

Mr. Lanier stated I just don't want them to go, oh, that's so tiny. I'm not saying make it easy. That's not what I'm trying to say, but make it definitely worthwhile for the community size-wise. One thing it says here is the average library size is 12,792.4 square feet. That's fiscal year 2019 public library survey and maybe tied into a number of people in the community, also ties into the size of the library.

Mr. Soriano stated I'm trying to think if we had any small districts to have another small unit, not the main libraries within, and how they would fall in there. I think it'd still be above five. But the other thing was they were hoping to use it, as we mentioned, for other civic things, meeting spaces, just an empty room.

Mr. Eckert stated we can go in at 10,000 or 12,500 and see what they say.

Mr. Thomas stated but we also don't want them also to say, oh, you guys are nuts.

Mr. Eckert stated no, they're not going to do that. They're going to say, hey, we're not going to build something that big. Here's what we've looked at, because if you remember, the commissioner who was here said she was going to look at the hybrid type building they were talking about in St. Johns County, like the week after she left here. So, they have an idea and they have to know for budgeting purposes.

Mr. Lanier stated in here it says a population served between 10,000 to 25,000 is normally 7,000 square feet.

Mr. Soriano stated so somewhere between like 7,500 or 8,000. But that was what he was looking at for a minimum.

Mr. Eckert stated 7,500 is a good round number.

Mr. Soriano stated they can always go higher.

Mr. Thomas stated just out of curiosity, do we have any say in the design of it? I don't want some three story monstrosity.

Mr. Eckert stated we don't have any development or zoning powers or anything like that. Your control, if you wanted to try to build that in, would be in the negotiations for when you deed them the land. You would get it through a property right, not through a regulatory authority.

Mr. Thomas stated could we put in there that we suggest it be single story?

Mr. Lanier stated normally libraries are pretty conservative.

Chairperson Nelsen stated I think our voice might be better at the Clay County Commissioners meeting as a resident of the area too instead of putting all these restrictions on the land use. What do you think?

Mr. Eckert stated it's up to the board however you want to do it. I'm just saying that when somebody applies for a permit to do something, your only voice is at the county commission meeting as a resident, it's not in the CDD, but I can put in here single story if you want me to.

Mr. Thomas stated it's probably not necessary. It was just out of curiosity.

Mr. Eckert stated I've got that as direction. I'm just going to change this language to 7,500 square feet and we will see where we go. They're going to have comments on the language. So that's number one. Number two, parking and towing. You asked me to look at this issue. I have one recommendation that I can fully support. I don't think it's great, but I can legally support it. The other one, I've seen other places do it. It's never been tested. I won't give you an opinion that it's bulletproof, but it is something that's done in other places. So, the first option we could do is we could make the spaces that are in front of those houses not subject to the tow away zone. If there was some way we could redraw our map so that those spaces in front are not reserved for those people but the tow trucks know you don't tow from these spaces. And then if the people are fortunate enough to get those spaces when they come in and nobody else is using them, then they'd be able to park in those spaces overnight. That's option one. And keep in mind, too, there's

a deed out there for the county that says the county gets to use the area for parking spaces if they ever develop a library. That was baked into a deed a long, long time ago. The other alternative you have is to issue some sort of revocable overnight parking permits to the people who live there. The reasons why I have concerns about that is I don't know why we're favoring them. I also looked at, if you could do a separate special assessment area, which was just those eight to ten houses, and you would levy them in a special assessment to take care of those parking spaces and they'd fund it, and then they'd be allowed to use those parking spaces? I can't recommend that either. I mean, I researched it and ran down that. To me, the best alternative, if you're going to do anything different, would be to just take those spaces out of the parking zone, and if they're lucky, to get them, great.

Mr. Thomas stated where's that line drawn?

Vice Chairman Davis stated anyone can park there?

Mr. Eckert stated anyone.

Vice Chairman Davis stated so I could park in front of that house?

Chairperson Nelsen stated right, with your commercial vehicle. I think we're just opening ourselves up to a nightmare.

Vice Chairman Davis stated that's going to cause more problems than anything.

Mr. Lanier stated did the residents come back as well?

Mr. Soriano stated no.

Mr. Lanier stated where is it a line drawn? What about right across the street there on the back end of it where they put those wooden blocks or tree trunks? That's kind of close to a house too. Well, if you did those eight, these two or three, whatever, right here need to be the same thing. And I don't know where that line is drawn, if we go that direction.

Mr. Soriano stated the one suggestion I had last time is I really wanted to see if they and their HOA would actually do something to address helping their residents, and I haven't seen that yet. Because they do have the ability. All of the sub associations out here, Scott, you have one over here, I have one. They all sell extra spots. They were like a lottery and we had to pay for it. When my daughter was able to get her car and I couldn't fit it in the driveway at the smaller townhome we had, we had to pay extra, but we had to go into that lottery because there were only so many spots. Same way in Briar Oaks and the Cottages had some. So, they all have a way to address it within there. And that's what we were talking about, those spots that go sideways on

the roads going out of there. And I wanted to see if they would at least address that first and see if they could come up with something instead of putting the onus on you guys. And I haven't seen that yet. No one has come to talk to me other than some other homeowners that were farther out that did get towed. They didn't show up at that meeting, but they also did get towed. They lived farther out, but not the homes right up front that were here showing up last time. So, there are other people in that HOA that had to pay to get their cars. And one of them was almost two grand. She was gone for two weeks. A lot of people that got towed live in that neighborhood.

Mr. Lanier stated as you said, when the library comes, they get that parking.

Mr. Eckert stated well, they don't get it. They get to use it for their parking. But what I would suggest when we get to that point is you should modify your towing policies to say that the towing hours are like up to an hour before the library opens and then an hour after the library closes or something like that. Just modify the hours so that they're still able to use it for times when people are coming to work and getting there. You could do it that way.

Mr. Lanier stated or would it be better because we close everything down at like eight, right? Eight to sunrise.

Chairperson Nelsen stated depending on what time the library closes.

Mr. Soriano stated right now we would fit within that because let's say dawn till, I think we had it in there either ten or twelve because I'd set it around the amended set of times. Later you can go to the fitness center and work out the same thing. When we have those really busy weekends, people can park over there at the Village Center and walk over to the fitness center.

Mr. Eckert stated the county is going to be appreciative of us having a policy so that the spaces aren't all full when people come in in the morning.

Chairperson Nelsen stated I am opposed.

Mr. Lanier stated I recommend leave it as is to what the current plan is.

Vice Chairman Davis stated I agree.

Mr. Horton stated totally.

Mr. Eckert stated number three, impact fee credits. The district overbuilt some roads, and funded them through the bonds. As a result, the county issued the district impact fee credits, which are something that sounds like you should be able to use them, but the law for a very long time was you can only use them within your development. And the developer had tons of impact fee credits because they overbuilt as well with their funds. So, we've had these impact fee credits

sitting on the shelves. The law changed not too long ago that would allow us to transfer them outside of our development to newer developments coming in. The process that we've seen working in St. Johns County on some of the deals I have over there, somebody approaches the district and says, we'd like to buy some of your impact fees. We can go get them at the county. We can just go pay our impact fees at 100 cents on the dollar. We'd like to buy them from you at a discount of 70 cents or 75 cents on the dollar. Districts have been selling them to the people who wanted to purchase them and then ended up with a fair amount of money to be able to put in their reserves, things of that nature. I believe this district has, what I would say, millions of dollars of impact fee credits on the shelf. So, I'm working on a memo, and I've got to talk to the county attorney and make sure I'm not missing something there from the county ordinance perspective. But I'll be getting a memo to the board probably over the next two or three months and then from there, once everybody understands where we're at, what our alternatives are, then the board will need to make some decisions in terms of, do you want to try to actively market these to some of the new developments coming in or do you not want to. I'm not saying that there's a market for these yet at all here. They can only go within certain zones within the county. That'll be what's in the memo. But to the extent there is a market, would you want to be more aggressive than trying to let new projects coming in know to come buy our impact fee credits?

Mr. Lanier stated what does that do for whoever buys these impact fees?

Chairperson Nelsen stated they're purchasing it at a discount.

Vice Chairman Davis stated I have lots that I do own in Clay County, and I pay impact fees. If I can buy reduced rate impact fees, because right now, it sounds like we can't use them. So, if we sell them off at reduced rate, someone would buy those, and then they're not paying the county 100 cents on the dollar. They're getting a discounted rate. So, I would be someone interested in that.

Mr. Lanier stated what is an impact fee?

Vice Chairman Davis stated it's what they charge you for roads, bridges, fire departments, police, schools, upwards of, like, on one house, \$15,000 to \$16,000.

Mr. Lanier stated so if they have the impact fees and the Oakleaf area continues to grow, you said schools. Is there a possibility those impact fees could be used for local schools here?

Mr. Eckert stated not with what we have, because we didn't build a school. Let's just say the impact fee for road is \$10,000. A builder can go to the county and say, here's my \$10,000,

give me my building permit, or give me energy to my house, or they can come to us, pay us \$7,500, we give them a piece of paper. They take that piece of paper to the county saying, I don't owe you impact fees, here's a credit voucher, go ahead and give me my building permit.

Vice Chairman Davis stated because right now we can't use them. We have credits, but we can't use them. So, it's in our best interest to sell them off, am I right?

Mr. Lanier stated as long as there's no way that they'd be a benefit to us to use within the community.

Mr. Eckert stated only if only if the district were going to build more vertical buildings. If you're going to build another one of these buildings, you'd want to set some credits aside so you could use them when you build that building. But that's the only way that you'd be using them.

Mr. Lanier stated does that tie into the shed that we built over there by the tennis courts and all that stuff?

Mr. Soriano stated that's small. The master plan for me would be looking at where else you guys could do an amenity center, but now you're talking about a couple of those. We have a lot, so this is a huge amount. So, it could always be something. If we are talking about selling these off and we have a way to find a buyer, you still have to sell them, you can only sell them within your zone. We have around five zones in Clay County. I was looking at the map to try to figure out what development I see in those areas now. But we're stuck selling them within our zone, right?

Mr. Eckert stated correct. There is some talk about being able to go outside of the zone if you can prove that the people in that zone actually benefit from the road improvements you did. Because at some point when you create a zone, you have a line. It's an arbitrary line somebody drew. But I think that the lower hanging fruit is being able to find somebody within this area. There are people out there that will do this as a broker. And the last ones we did they charged 6%. There's no action for you to take here today, I'm going to deliver you all a memo that's going to set forth what you have and then where it can be used under the new law. And then you'll just need to let us know how aggressive you want us to be in terms of trying to get the word out.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager – Ratification of Requisition No. 14

Ms. Giles stated on page 294 is pay requisition 14. We tried to exhaust the 2013 account a couple of months ago, and in between doing the paperwork, interest grew on that account. So, this pay requisition is for \$200 or whatever is left in that account. I think on the financials, it's \$201. But this is the last pay requisition for Series 2013. At your last meeting, we did declare that project complete. So just looking for a motion to ratify pay requisition number 14.

On MOTION by Mr. Horton seconded by Chairperson Nelsen with all in favor requisition number 14 was ratified.

Ms. Giles stated I'll remind you every other month, the election is coming up in November, and the qualifying period is in June. We have three seats up for election, seat one, seat three, and seat five. I'll follow up with each of those supervisors and make sure you don't forget about that and to make sure that you know when and where to go to submit your paperwork for the qualifying period.

D. Operations Manager - Memorandum

Mr. Soriano stated we did just have a community event our Polar Plunge. It was warm, but the water was not. We did have a very small group this year. I'm not sure why. I've tried to talk to everyone to figure out why it was small. Typically, we might have 40 or 50 people actually jumping in the water, and about 100 people there on a busy one. We had about 25 jumpers. So, it was a very small group. I did receive one comment that it was because we were charging \$2. We've charged for the last three years so I don't know that it really affected anything. We'll continue to do it. It might have just been a bad weekend. It is warm weather, and we got a lot of activities starting. Soccer is starting up and I-9 is out there and it's pretty busy. So, it just pulled away a little bit, I believe. But everybody did have fun. We're moving along to our monthly programming. When we get back away from this cold weather we'll have spring break in March. We'll be opening pools, we'll start the movies out on the green until it gets really warm and then we'll have the dive in movies at the pool. So pretty much from here on out, every month we do have events going on. We've already took care of the change in the vendor fair, so moving on to some of the open items on the next page for the maintenance side. We were not

able to get the slide impellers swapped out quick enough to be able to make the 25 people go down the slide, but the water was cold enough anyway. Everything else has been working pretty well. We got the motors up and running and checking for leaks, things like that, and that pool was doing well. So, I do believe your very large \$50,000 pipe fix has worked.

Mr. Horton stated the slides working now?

Mr. Soriano stated no that 15-horsepower motor was off all year so it is frozen too. I'm hoping that in the next week or so I can finally get that thing off. It is a little more work than a simple swap over, but we'll get that up and running because the slide will be utilized for spring break. Let me update you real quick before we get to this quote. We have started pressure washing. Typically, we are not pressure washing this early. Most years we just were not in the winter. Not only that, but what happens is we have pretty wet and humid weather here. So when we pressure wash this early, I promise by July there's going to be a lot of moldy areas we have to pressure wash again. A lot of those areas in the fence lines for the longest time we only pressure washed once a year. When I do it this way, we pressure wash again in July. We're going to get it twice. We have a big neighborhood that is going to start to add up. We are starting to see that increase. If you remember, RMS for longest time honored their 2010 contract. That's no longer the case. I did tell them I grabbed multiple quotes from people in the area that I will use subcontract from time to time. It's not an exclusive contract, but I did give them all my quotes and told them they need to stay under that, and they agreed, but you saw some of these things like for a playground, they're operating at \$15 hours and that's just not normal. So, we're going to see that increase but I have got them back to pressure washing on a regular basis. Because of that warm weather I do get people pointing out things. You guys saw some emails about a playground, so I had those guys out and starting the last couple of weeks and it's really helped out. We got all our columns going. We started the fence lines. We got a long way to go, but I did start them up.

Mr. Horton stated there's a lot of small vendors that live in the area here I think that do pressure washing. I don't know, they might be somebody who might be interested in doing small jobs.

Mr. Soriano stated yes, I do ask all the time. When I have somebody and there's people living in the neighborhood, they'll contact me up to see if I have work because that's one thing you can see publicly. You can see the bills from RMS and they can't beat those. So, when they

do that, most of them will bow out of even giving me a quote. I do get a couple that tell me, well I can't do your building for what they're doing but maybe I can do the playground and I'll give you a cheap price on this playground. With RMS it was one price for every playground too. Not only did it come out to be \$15 hours, but you paid for something small like a little playground at the back of the amenity center. It was the same as going to Worthington Oaks, which was a huge playground. The Oaks has all the sidewalks under the trees which takes forever. That's a huge amount. So, you can go from a playground that might be four or 5 hour's worth of work to one that's a day and a half and they charge the same thing. But I do reach out to them and like I said I will use some of the local guys that have given me some good rates because RMS can't handle everything. We have a lot of stuff to wash so I can't send them out and they're dealing with one road over here and not be able to get there for a couple of weeks. So, I'll send somebody out. Moving on, we did talk about this at the end of the year last year. I think we had mentioned waiting until April, but we did get a couple 78 or 79 deg days here the end of January and I started getting yelled at by Wanda. If you remember we have no air conditioning in the office. We have that big 14-ton unit that is actually two separate seven ton units. Specialized system that you are missing a whole side that doesn't work at all. So, then your other side never works. That is a very expensive unit, so I did speak with our contractors to see what we could do. Toole did a great job on the fitness center and a good price. He couldn't do as good of a price here, but mostly because he has concerns of pulling more copper wire. He thinks he's going to have to run all new wire through the building. Copper is very expensive, so that's a big part. He's also going to change some of the duct work. So, if you notice in this quote that I've given you there, instead of going to a 14-ton system, they went out there and crawled around the attic. They measured all the vents and they're looking at the size of the room. They believe we can get away with changing it. The bathrooms in the office would be a five-ton unit. They're going to split the venting so that my office and what becomes a little concession stand kitchen out back would be on a whole other unit and it can handle something as low as a three-ton unit. So, we go from one single 14-ton unit to two separate units at eight-tons, which I'm hoping will give us a little savings on cost. But compared to what we did at the fitness center, this is a little higher. It's \$23,000 altogether.

Chairperson Nelsen stated this has been an ongoing issue for a long time right?

Mr. Soriano stated we've been able to make this one run. This one was better than that Addison unit you guys had over at the fitness center. Whenever they say fitness center, it's kind of like a hospital. There are specialized features for it that they generally will want to put on. I don't know that we need all bells and whistles even on our fitness center. And it's worked great since they did that. That was in the middle of the summer last year and it's worked great. So, I haven't seen an issue with changing out to using regular train ICP carrier type systems. And that was only at the fitness center in that building, so it's my office/storage, and then we have offices for Wanda, Lisa and the bathrooms. The bathrooms do have to be comfortable because of the summer.

Mr. Lanier stated Wanda's office needs to be comfortable too, just because that's our first look for anybody who's a potential renter.

Mr. Soriano stated those will be hooked to the bathrooms. So, the two offices and the bathrooms will run together on that five-ton unit. I did look, now there are people that can get them for cheaper but that 14-ton specialized unit, I can't find it. Even if the district were to purchase it directly, I couldn't find it for under 15. But then I'd have to pay somebody to put it in still. So looking at this, the \$23,000 is for everything: the purchase, the removal of the old system, and all the extra work we're asking to change.

Mr. Thomas stated when can they have it done?

Mr. Soriano stated the reason I got this now is because of those warm days. I want them to hurry up to do this so he's looking at in the next couple of weeks, if we approve this.

Mr. Thomas stated so do you need a not to exceed?

Mr. Soriano stated Yes.

Mr. Horton stated will they put a split thermostat on one for Wanda's office and one for the restrooms?

Mr. Soriano stated no, that's going to be the same unit. What I can do there, we've done everywhere. Even in the fitness center when you go over there, we use a system where I can see all thermostats. I can see all the buildings on my phone, on a computer, things like that. They do have a separate sensor, so unless we change the vents around, I can only do so much, but the nice part about having a separate sensor is if the bathrooms are one temperature and exceeds the temperature in Wanda's office, it's still going to bring a minimum. What's going to happen, though is if Wanda wants it really cold, the bathrooms are already cold but they're still going to

get colder. We don't have a way to split off the venting. That's a lot more work. You can't put dampers upstairs. That will change that. But I didn't ask them for something like that.

Mr. Horton stated where would the thermostat be?

Mr. Soriano stated one is going to be in the hallway when you walk into the offices, so not in Wanda's or Lisa's, it'll be in the hallway. That handles the two offices and those bathrooms. And then one will stay in my office that handles my office and the little concession stand kitchen.

Mr. Thomas stated so this would be all you need?

Mr. Soriano stated yes. This was given to me today and he was just here running upstairs checking out the venting. So he's pretty confident this is it.

Chairperson Nelsen stated so you need a not to exceed \$23,000?

Mr. Soriano stated yes.

| |
|--|
| On MOTION by Mr. Thomas seconded by Mr. Horton with all in favor an amount not to exceed \$23,000 for three-ton and five-ton A/C systems was approved. |
|--|

Mr. Soriano stated unless there's any questions on some of those maintenance items listed, we did have a pretty busy month. We got a lot of that pickleball work done. If you've been out there and seen the nice separation fences, we did get the Tito's building. The bathrooms were painted. The first floor, the second floor. If you've been out there, I got some pictures I can share with you. We updated the lighting all the trim work. It looks great. It did take them about a month, but everything worked out well. We did have a lot of wood to replace. You'll see an extra bill for some flashing, some metal on the roof, but everything was repainted all the way up to the top.

Mr. Horton stated Jay showed me some pictures in on his phone of the fieldhouse. It really looks good and all of the lighting matches now.

Mr. Lanier stated you were able to go through and clean everything out? I haven't been to the fieldhouse. I've been to the pickleball courts.

Mr. Soriano stated yes. We did cover everything and I asked them for a high gloss, which a lot of times those guys don't like. They're going to use an eggshell. I like the gloss because it is easier to clean graffiti. So, we did do a very high gloss paint in there to just help out with that.

Now I'm actually going to be looking at replacing those dividers. We have the very old dividers. We've done some work on them in the past. You guys remember somebody tore off one of our buildings last year. Those are wooden dividers, and they have veneer on them. I'm going to look at more of the plastic or vinyl. They're going to be a little lighter, not quite as long lasting. Those things have lasted almost 20 years, but they'll be lighter and cleaner, easier to deal with the graffiti and probably brighten the place up. I'm going to look at those. Those were in our capital to replace by now, so we were given a little bit of funds to do dividers.

Mr. Thomas stated what about the soap dispensers and stuff like that?

Mr. Soriano stated we will go back to updating that. I haven't replaced the soap dispensers yet. We're still using little push things that get ripped off the walls. They painted over everything and made it look nice. Whereas before you can see where they ripped them off the wall, but we haven't put them back up yet.

Mr. Thomas stated the pickleball people seem to be really happy. I'm up there a few nights a week for my daughter. The fence looked great. Everything looks really good. We're still going to do that other court?

Mr. Soriano stated we're going to update that. I moved all the paint materials over there. Due to timing when we got done with pickleball I was worried about cool weather. I can't lay out the thick paint with sand in it, that was the sand court, until it warms up. But we've had some good warm days, so I'm hoping in the next couple of weeks we can get there and update the color there. So, you'll see new blue and green over there also.

Mr. Thomas stated and that far one is going to remain just a regular tennis court?

Mr. Soriano stated they have the lines. It's a tennis court, but they have just the lines for pickleball. So, you guys have the two courts with the optional four sets of lines on there for pickleball courts, and then you have the six that are dedicated. So, you guys have ten courts all together.

Mr. Thomas stated yeah, it went over really well. The only thing they asked for is maybe looking at a little bit more light. I guess there's some dark spots to run those poles, but I know that those poles are about three grand apiece. Plus, the halogen bulbs that I called you on. Were you able to order that for the basketball court?

Mr. Soriano stated I ordered for the basketball court. That is one thing. So as soon as I was done with the pickleball courts I started getting a lot of complaints from some of the

basketball players that this is being left out because we got lights out and that paint should have been updated. We work on it. Lights will be the first thing. We do have to replace lights. People kind of forget that when I have one light bulb out, I don't schedule just to replace that light bulb. I do unfortunately have to wait for a couple because I do need a 30-foot lift for those. That is a little longer process. But now between all of the courts, all the pickleball, tennis and the basketball, I have three out, so I can bring the lift in and replace those.

Mr. Horton stated did you get the separation? So we're good to go all the way around?

Mr. Soriano stated yeah. They're pretty much done, but there are a lot of things they're still asking for. But I've talked to them and said they're done for a while. The lighting and things like that, I'll look at after we finished doing the updates to the other courts and the basketball courts. We have to get back to dealing with everything, not just their area and they're understanding.

Mr. Thomas stated it looks really good out there.

Mr. Horton stated how about the purchase agreement for golf cart?

Mr. Soriano stated we did pick that up. You will probably see that this next month, since I just got that about a week ago. It is a brand new cart. The only reason for that was the warranty, and they actually gave me a great price at just over \$9,000 for 2024. It is a pushman. You'll split that with Middle Village and that allows our trash guy to continue his work. For a while there I was worried about him having to use one of our trucks and throw the trash in the back of the truck for a while.

Mr. Horton stated do you have same guy that drives that thing all the time? I saw him one time, he went over the curb at 90 miles an hour. I know it's not your car.

Mr. Soriano stated I got on them about this new cart. The old carts, they are extremely old. Those are 2008. They are just times where we use them seven days a week. So, we have weekend people too. They've been put through their paces. So, the guys kind of beat them up. But I told them he'll be washing and waxing that thing every Friday if I find him driving like that or messing with that. It's a brand new cart. It's nice.

Vice Chairman Davis stated where are we at with the field? Soccer field sprigging and whatnot.

Mr. Soriano stated we're going to bring you guys back some quotes. I know Chalon has just gotten some information and next month we will have to actually approve to keep our

timeline good, because we're going to start getting warm. If you want to give them a quick verbal of where we're at.

Ms. Suchsland stated I've been working with AgrowPro who does a lot of our spraying of the fields currently. Kyle called me today and their gentleman who does the sprigging or would do the sprigging does not want to do the sprigging for this field. He doesn't think it's worth his time. The reason being is he thinks that we can go in and do rejuvenation. And it's more of doing the aeration, leveling it out, bringing in top dressing and getting nutrients back into what's existing. And if it's not existing, sodding those certain areas. Because sprigging is taking from a healthy field, putting it into brand new soil, which we don't have out there. So, we're looking at that option. The closest sprigging company that I located is North Carolina. And for them to do that, they want to do the whole entire field to make it worthwhile and we can't do that. The other thing is Jay and I have talked about hydroseeding or overseeding. The problem with that is we use 419 Bermuda and they don't come in overseeding or hydroseeding. So, I'm running into a lot of roadblocks. But hopefully by next month's meeting, I will have some more definition for you guys and what kind of the best scenarios we can move forward.

Vice Chairman Davis stated I know from when we played I-9, the flag football there in the past, it seemed to me like a lot of the problem was soccer not moving their goals. They keep their goals in the same exact spot and their goalie moves a lot and he wears away grass. And then the next thing you know, he wears away dirt. And then the next thing you know, there's an eight-foot hole right there and right there in the middle where they start the game on that. Are we making sure that they're doing their part as far as filling these holes in and rotating their goals? Correct me if I'm wrong, but it's part of our agreement with them. They have to put down so much of sod. Are they doing that?

Mr. Soriano stated they do much better now at rotating the fields. The biggest problem is the largest fields only go so far. The smaller fields, they have a lot more options. Change those around. So some of the biggest fields, for the older kids, there's only a couple of orientations they can do because of things like our trees and areas like that. So, with that, they do dig in a lot more center field and at the goal boxes. Now up until this last year, and I did tell Kate this year, we will not let them forego. So, I've come to you guys lots of times and they've asked, can we forego the around \$2,000 in every contract a year that they're supposed to resod. If they've gotten with Chalon lots of times and she'll give the information and then they ask, can we forego? I've

always told them that, as long as the board doesn't mind and I brought it to you guys before, but they're not complaining. But we've gotten to the point that they have to do that now because there are some big holes out there and it would help. So, whether we end up finding somebody to sprig, whether we do another process, usually what it is, it's three acres. We'll address that three acres. They're going to need to, at the end of this year that they have caught up and paid for, they're going to need their \$2,000 worth of sod work in the six acre area outside of that so we can get a little more work done every year.

Mr. Thomas stated with this first option you were talking about, will we still have to section it off into thirds or could you do more at once? And with sprigging, I know it took so long. Does this other process take longer, shorter?

Ms. Suchsland stated what we would do is be rejuvenating what you have out there and getting the root growth going that hasn't been happening, and we haven't been taking anybody off of it. So just to keep traffic down and away from it would help immensely. Probably a good two months, at least to stay off of it.

Mr. Thomas stated that's why I was wondering, like, two to three months because between football cleats and soccer cleats, it's going to tear up that grass real quick, especially if it's new.

Vice Chairman Davis stated please correct me. But to me, it's like resprigging versus just resodding and leveling up those areas and resodding them, even if it's with their \$2,000 or our \$10,000, \$30,000, whatever, and then tell them to stay off of it. For resprigging I would say for six months to a year, if I remember correctly. So why don't we just resod it and tell them to stay off of it for that long as well. Would that not be cheaper than just resprigging?

Mr. Soriano stated we went with the resprigging because it was cheaper than the sodding. Now, what we had done originally was look at the whole nine acres, and then we broke it down from there. But you were talking at that time, the nine acres was closer to \$80,000 or \$90,000 worth of sodding work. The sprigging is why we have that \$20,000 set aside every year, because the sprigging was closer to \$20,000 for three acres.

Vice Chairman Davis stated I was just talking about resodding those areas in the holes that are tore up.

Mr. Soriano stated that would be a lot less if we just address that. But we still have compaction on the other areas, so we have to do something to address those thin areas, because

they also will thin out. But, just the holes we could address all the holes over the whole nine acres. And I don't even know that we would need an acre of sod.

Mr. Thomas stated that could come out of their budget, though.

Mr. Soriano stated some of it, yeah. It's only two grand.

Mr. Thomas stated I know exactly what he's talking about. It's getting pretty deep out there.

Vice Chairman Davis stated they stay there, and they stay there and it gets deeper and it gets worse, and now not only do you need sod, you need dirt before you even put sod in.

Mr. Thomas stated you said this first process would actually be leveling out the field.

Ms. Suchsland stated yes.

Mr. Soriano stated that's what we did with the sprigging too. If you guys remember, we burned out all the sections, so we killed the grass that was there, and then they come through, and it's not like crowning or anything. There is a bit of grading process to help take care of those deep holes. If you remember, the first three acres we did we used to get those big mud pits all the way up front, and we had to fill those in first, and then we did the sprigs on top. So, the process has worked really well. I'm open to trying something different, especially since the only way we were able to get the sprigging done was because DTE was bringing up their golf course division out of Orlando who does this work a lot. There were not a lot of other companies that were able to do that. So, it is a tough process, but cost-wise it worked out great. So, we can look at something else, especially if the cost is lower and figure something out. But we do have some areas that we want to address. Those fields are nowhere near what they looked like five or six years ago. When we first started addressing this issue. If you remember those holes and how compact it was, it's a lot different. All right, so there is one thing I want to go over. It's not on the maintenance items or on this report. It's a packet that I dropped off in front of you. I just want to forewarn you about it. A couple of weekends ago, I was working, and I was able to catch some of our ATV and motorbike riders on the fields, which actually ended up being a very dangerous situation. The first time they came through, I was working back in the pool pack area and they didn't stop for me, of course, but I thought they went away. A few minutes later, I hear what sounds like a little motorcycle gang. They were coming out of a house on Stallion Way. There was a good seven or eight of them riding through. We had soccer practice that day. The travel teams were there, and these guys not only were tearing around the field, but they ran right in

between a lot of the kids on each side, and they were running full blast. I watched a parent pick up a chair and throw it at one of these kids. Not that I would have been defending the kid, but if he had gotten hit by a chair, coming through at 45mph, he would have been severely hurt, too. The parents were calling CCSO. I was calling CCSO, but I also had our off duty officers, so we were lucky enough to nab some of them. They did try to evade the police, so they rode down the road. Some went into like Cannons Point area, some came over this way. Cops went after them with sirens and they ran from them. And one of the kids was nine years old. I did ask for all of them to be trespassed that we caught. They didn't trespass some of the passengers, but they did trespass the drivers. They didn't catch all of them, but we did get five kids. Four of them are residents, one of them is not. They are trespassed, so they're off the property for two years. We don't really have to address anything because that county code does kind of supersede us where that just keeps them off. However, I brought it just in case, because I did have a couple of the parents that asked if they could come. I told them, you can always come to the Board and ask for forgiveness. I don't know that's what their direction was, because then I also got a couple of calls from the one that does not live here angry that she felt the approach was wrong, that her child shouldn't have been trespassed. And did we talk to them beforehand? Did the cops talk to them beforehand? So, I told her the same thing. She's allowed to come to the board. They actually live in Waterford Bridge.

Mr. Thomas stated that might be the same one that flares up and down the Oaks, I hear.

Mr. Soriano stated I did want to at least inform you about this in case anybody showed, and they have every right. So, they call me again, they can come out two months from now, three months from now and ask you to rescind. Some of them tried to talk to me that day. The police officer did direct them to me. So I talked to one there onsite that came to pick up her child. The rest called me by the phone, but I told them it wasn't something I was going to let them slide on it, and it wasn't me personally, but I've dealt with this with you guys and the Middle Village board, quite a bit too. So, I felt that they need to come talk to you guys if that's going to be the case.

Mr. Horton stated no slack.

Mr. Thomas stated none whatsoever. Thank you.

Mr. Horton stated how many kids did you actually catch?

Mr. Soriano stated there's five altogether that we caught. There was a lot more in the group, so still trying to catch some of them.

Mr. Lanier stated looks like there's eight.

Mr. Soriano stated the ones that are residents we are able to get the resident information. So usually what happens is the officers will tell me who the kids are. But on the pink slips, all of that gets redacted. You don't get their name. You don't get their address or age or anything like that. But they're our residents, so I can figure that out. So, this isn't public information here unless we do any kind of disciplinary meeting. But that's how I track everything, so I know who the kids are, where they live, and their household.

Mr. Horton stated what were the ages?

Mr. Soriano stated one was like nine years old. That was the youngest. I didn't check the others out. I got the names. But then we take that. That's also how we pull paperwork to give to Lisa, Wanda, the security guards and staff at the fitness center. I give that information to them, and we take their pictures, too, from their cards when they do have cards. There was one resident child that didn't have card, but when they do have cards, they will take that picture. So, we have a little book of all of our trespass citations. So, when there's problems, we do go back through that and see, are you supposed to even be here?

SEVENTH ORDER OF BUSINESS

**Audience Comments / Supervisor
Requests**

There were no audience comments.

Mr. Horton stated I sent an email to Ms. Giles from the last meeting we had. I was a little disturbed the way things went at the last meeting. It got out of hand. It should not get out of hand like that. Somebody should be in charge. Somebody should stand up and say, shut up, be quiet, and take a seat. One person talking at a time. I don't know who that person is going to be, but we need to figure something out. It may not happen for another year, but if it happens, it's just not right for this meeting. I don't know how everybody else feels about it. Everybody talking at once. We accomplished zip. Is it the chairperson? Is it the GMS person or the lawyer?

Mr. Eckert stated I'm happy to step in and be the bad guy.

Mr. Horton stated I'll volunteer you then.

Mr. Eckert stated I'm happy to do that just understand that the perception of the lawyer telling somebody in the audience to be quiet is a difficult perception for the person in the

audience sometimes. But I'm happy to do it because I think that decorum is important, and I think I did step in a couple times, and I think I did tonight when we were kind of getting off base, but I'm happy to be a lot more forceful.

Mr. Horton stated we had one meeting several years back where one person in the audience got carried away, and Jim Perry happened to be here at the time, and he shut it down right away, which is what we need to do.

Ms. Giles stated I think we just have to be careful. These are your neighbors, your residents. A lot of times I just like to read the board and watch you guys and see what you all are thinking there. And if you all are engaging in that conversation, it's kind of difficult for us to know when to silence your residents versus when not to.

Mr. Horton stated I think the Board was involved in it too. Everybody was trying to talk at once.

Vice Chairman Davis stated we need to stick to the time limit and just shut it down regardless, whatever the time limit is.

Mr. Thomas stated do we need to have a red clock that has a countdown timer? They have it in other public meetings.

Mr. Soriano stated I'll build a little podium for you with a red, green, yellow light. At three minutes, a red light goes on. That's what they do at the county commissioner meetings.

Chairperson Nelsen stated but the problem is this board chooses to engage a lot with the audience. That's the problem. We can let them speak and we don't have to start asking them questions and doing all that. So that's what makes the situations worse.

Mr. Horton stated I'm not too concerned about the time limit. Tonight is a good example. We went overboard for somebody that wasn't even in the right meeting. That's okay as far as I'm concerned.

Vice Chairman Davis stated no, it's not okay. We're talking about time. We're talking about control of the meeting. And again, we let someone go overboard. It wasn't even in the right meeting. So that's loss of control of the meeting right there. That's what you're asking about.

Ms. Giles stated during that, each time, staff tried to politely, gently let her know the board was engaging with her. So that's what I find difficult about that with the districts. But certainly, Mike did a great job at that last meeting. He was the loud voice that finally hushed it and got it back together. I think the staff can do better, the board can do better. But just know

that I take my cues from you. If you're engaging with that, it's public comments, not public conversation. So, it's kind of hard for me. I don't want to speak for Mike or Jay, but that's where I'm at.

Mr. Soriano stated I'm happy to be the sergeant in arms, but these are also the people that I see every day. I talk to you all the time. It's the same kind of thing. I don't want to be too forceful because it's a good opportunity, but I take that from you guys. If you guys want us to be shorter, get done, get in, get out, get to work. If there's something that is important and it needs to be added to the agenda that comes the next time, the same way it works with other public meetings. Mike is definitely helpful. He jumped in last time because I think some of them actually take the first one because they talk to me all the time. They get mad at me, thinking I'm not helping them. There's a reason I'm not helping them, because I've already told them no a couple of times.

Ms. Giles stated I think staff can do better. And if you want to allow the resident to go beyond their three minutes or to engage in conversation, just let us know. I don't think it would offend us for you to say I want to hear what the resident has to say.

Mr. Eckert stated I don't mind being shouted down.

Mr. Horton stated you do a good job of bringing things to a head.

Mr. Eckert stated it's all good. I have a lot of districts where we'll have 100 people out there, and we'll be taking five-minute recesses just because people can't control themselves at all. So, I'm happy to do it.

Mr. Horton stated it doesn't have to be a mean thing. It's just a thing of bringing order.

Mr. Eckert stated well, the perception is it will be mean a little bit.

Chairperson Nelsen stated sadly, the deeper voice makes a difference.

EIGHTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 11,
2024 @ 4:00 p.m. at the Plantation Oaks
Amenity Center**

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Thomas seconded by Chairperson Nelsen with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Double Branch
Community Development District

Unaudited Financial Reporting
January 31, 2024



Double Branch
Community Development District
Combined Balance Sheet
January 31, 2024

| | <i>General Fund</i> | <i>Recreation Fund</i> | <i>Debt Service Fund</i> | <i>Capital Reserve Fund</i> | <i>Totals Governmental Funds</i> |
|---|-------------------------|----------------------------|------------------------------|---------------------------------|--------------------------------------|
| Assets: | | | | | |
| Cash: | | | | | |
| Operating Account | \$ 25,764 | \$ 92,879 | \$ - | \$ 889,385 | \$ 1,008,029 |
| Due from Other | 25 | 137 | - | - | 162 |
| Due from Middle Village | - | 5,769 | - | - | 5,769 |
| Investments: | | | | | |
| State Board of Administration (SBA) | 13,465 | 96,374 | - | 475,671 | 585,511 |
| Custody Account-General Fund Excess | 171,332 | 1,804,207 | - | 77 | 1,975,616 |
| Series 2013 A-1 | | | | | |
| Reserve | - | - | 868,806 | - | 868,806 |
| Revenue | - | - | 2,291,258 | - | 2,291,258 |
| Prepayment | - | - | 269 | - | 269 |
| Series 2013 A-2 | | | | | |
| Reserve | - | - | 95,634 | - | 95,634 |
| Assessments Receivable | 1,994 | 20,998 | 21,969 | - | 44,961 |
| Prepaid Expenses | - | 4,583 | - | - | 4,583 |
| Total Assets | \$ 212,580 | \$ 2,024,948 | \$ 3,277,937 | \$ 1,365,133 | \$ 6,880,599 |
| Liabilities: | | | | | |
| Accounts Payable | \$ 4,523 | \$ 4,131 | \$ - | \$ 12,293 | \$ 20,947 |
| Accrued Expenditures | - | 7,227 | - | - | 7,227 |
| Total Liabilities | \$ 4,523 | \$ 11,358 | \$ - | \$ 12,293 | \$ 28,175 |
| Fund Balance: | | | | | |
| Nonspendable: | | | | | |
| Prepaid Items | \$ - | \$ 4,583 | \$ - | \$ - | \$ 4,583 |
| Restricted for: | | | | | |
| Debt Service - Series | - | - | 3,277,937 | - | 3,277,937 |
| Assigned for: | | | | | |
| Capital Reserve Fund | - | - | - | 1,352,840 | 1,352,840 |
| Unassigned | 208,057 | 2,009,006 | - | - | 2,217,064 |
| Total Fund Balances | \$ 208,057 | \$ 2,013,590 | \$ 3,277,937 | \$ 1,352,840 | \$ 6,852,424 |
| Total Liabilities & Fund Balance | \$ 212,580 | \$ 2,024,948 | \$ 3,277,937 | \$ 1,365,133 | \$ 6,880,599 |

Double Branch

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

| | Adopted Budget | Prorated Budget Thru 01/31/24 | Actual Thru 01/31/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Special Assessments - Tax Roll | \$ 177,890 | \$ 172,617 | \$ 172,617 | \$ - |
| Interest Income | 1,600 | 533 | 870 | 337 |
| Total Revenues | \$ 179,490 | \$ 173,151 | \$ 173,488 | \$ 337 |
| Expenditures: | | | | |
| General & Administrative: | | | | |
| Supervisor Fees | \$ 12,000 | \$ 4,000 | \$ 2,600 | \$ 1,400 |
| FICA Expense | 1,000 | 333 | 215 | 119 |
| Engineering | 5,000 | 1,667 | - | 1,667 |
| Arbitrage | 700 | 233 | - | 233 |
| Dissemination | 1,696 | 565 | 565 | 0 |
| Assessment Roll | 8,705 | 8,705 | 8,705 | (0) |
| Attorney | 42,000 | 14,000 | 11,404 | 2,596 |
| Annual Audit | 5,200 | 1,733 | - | 1,733 |
| Trustee Fees | 8,815 | 4,091 | 4,091 | - |
| Management Fees | 68,741 | 22,914 | 22,914 | 0 |
| Information Technology | 2,271 | 757 | 757 | (0) |
| Telephone | 600 | 200 | 48 | 152 |
| Postage | 1,900 | 633 | 110 | 524 |
| Printing | 2,000 | 667 | 240 | 427 |
| Insurance | 10,199 | 10,199 | 9,596 | 603 |
| Legal Advertising | 2,800 | 933 | 584 | 349 |
| Office Supplies | 200 | 67 | 2 | 64 |
| Website Compliance | 2,650 | 883 | 883 | 0 |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| Other Current Charges | 120 | 40 | 52 | (12) |
| Capital Reserve Funding | 2,719 | - | - | - |
| Total General & Administrative Expenditures | \$ 179,490 | \$ 72,795 | \$ 62,939 | \$ 9,856 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ 100,355 | \$ 110,548 | \$ 10,193 |
| Net Change in Fund Balance | \$ - | \$ 100,355 | \$ 110,548 | \$ 10,193 |
| Fund Balance - Beginning | \$ - | | \$ 97,509 | |
| Fund Balance - Ending | \$ - | | \$ 208,057 | |

Double Branch
Community Development District
Recreation Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

| | Adopted | Prorated Budget | Actual | |
|---|---------------------|---------------------|---------------------|-----------------|
| | Budget | Thru 01/31/24 | Thru 01/31/24 | Variance |
| Revenues: | | | | |
| Special Assessments - Tax Roll | \$ 1,873,440 | \$ 1,817,911 | \$ 1,817,911 | \$ - |
| Interest Income | 3,700 | 3,700 | 8,232 | 4,532 |
| Amenities Revenue/Miscellaneous | 40,000 | 13,333 | 5,015 | (8,318) |
| Sports Revenue | 15,000 | 15,000 | 20,715 | 5,715 |
| Total Revenues | \$ 1,932,140 | \$ 1,849,945 | \$ 1,851,873 | \$ 1,929 |
| Expenditures: | | | | |
| Administrative: | | | | |
| Management Fees - On Site Staff | \$ 220,678 | \$ 73,559 | \$ 73,559 | \$ 0 |
| Insurance | 116,853 | 116,853 | 116,450 | 403 |
| Other Current Charges | 3,500 | 1,167 | 560 | 607 |
| Permit Fees | 1,635 | 545 | - | 545 |
| Subtotal Administrative | \$ 342,666 | \$ 192,124 | \$ 190,569 | \$ 1,555 |
| Maintenance: | | | | |
| Security | \$ 107,000 | \$ 35,667 | \$ 35,360 | \$ 307 |
| Security - Clay County Off-Duty Sheriff | 44,627 | 14,876 | 14,968 | (93) |
| Water - Irrigation | 12,300 | 4,100 | 4,606 | (506) |
| Irrigation Maintenance | 5,000 | 1,667 | 2,952 | (1,285) |
| Streetlighting | 31,000 | 10,333 | 9,184 | 1,149 |
| Electric | 36,000 | 12,000 | 11,649 | 351 |
| Landscape Maintenance | 459,000 | 153,000 | 153,057 | (57) |
| Common Area Maintenance | 55,000 | 18,333 | 12,858 | 5,476 |
| Lake Maintenance | 29,232 | 9,744 | 8,680 | 1,064 |
| Capital Reserve Funding | 300,137 | - | - | - |
| Subtotal Maintenance | \$ 1,079,296 | \$ 259,720 | \$ 253,314 | \$ 6,406 |

Double Branch
Community Development District
Recreation Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

| | Adopted Budget | Prorated Budget Thru 01/31/24 | Actual Thru 01/31/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|------------------|
| <i>Recreation Facility:</i> | | | | |
| Amenity Staff | \$ 137,588 | \$ 45,863 | \$ 33,668 | \$ 12,194 |
| Refuse Services | 17,500 | 5,833 | 5,703 | 130 |
| Telephone | 6,000 | 2,000 | 2,856 | (856) |
| Electric | 42,000 | 14,000 | 8,926 | 5,074 |
| Cable | 9,000 | 3,000 | 2,848 | 152 |
| Pool Maintenance | 35,000 | 11,667 | 12,583 | (917) |
| Water / Sewer/Reclaim | 57,000 | 19,000 | 15,047 | 3,953 |
| Facility Maintenance-General | 50,000 | 16,667 | 11,441 | 5,226 |
| Facility Maintenance-Preventative | 10,000 | 3,333 | 1,030 | 2,303 |
| Facility Maintenance - Contingency | 34,750 | 11,583 | 7,680 | 3,903 |
| Lighting Repairs | 8,500 | 2,833 | 2,119 | 714 |
| Special Events | 7,500 | 2,500 | 1,561 | 939 |
| Office Supplies & Equipment | 1,000 | 333 | 661 | (327) |
| Janitorial | 67,840 | 22,613 | 20,484 | 2,129 |
| Recreation Passes | 4,000 | 1,333 | 1,204 | 129 |
| Pool Leak Repairs | 2,500 | 833 | - | 833 |
| Multiuse Field | 20,000 | 6,667 | - | 6,667 |
| Subtotal Recreation Facility | \$ 510,178 | \$ 170,059 | \$ 127,811 | \$ 42,248 |
| Total Expenditures | \$ 1,932,140 | \$ 621,903 | \$ 571,694 | \$ 50,210 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ 1,228,042 | \$ 1,280,180 | \$ 52,138 |
| Net Change in Fund Balance | \$ - | \$ 1,228,042 | \$ 1,280,180 | \$ 52,138 |
| Fund Balance - Beginning | \$ - | | \$ 733,410 | |
| Fund Balance - Ending | \$ - | | \$ 2,013,590 | |

Double Branch
Community Development District
Debt Service Fund
Series 2013 A-1 & 2013 A-2 Special Assessment Bonds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

| | Adopted Budget | Prorated Budget Thru 01/31/24 | Actual Thru 01/31/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Special Assessments - Tax Roll | \$ 1,961,878 | \$ 1,901,925 | \$ 1,901,925 | \$ - |
| Interest Income | 10,000 | 10,000 | 32,672 | 22,672 |
| Total Revenues | \$ 1,971,878 | \$ 1,911,925 | \$ 1,934,596 | \$ 22,672 |
| Expenditures: | | | | |
| <i>Series 2013 A-1</i> | | | | |
| Interest 11/1 | \$ 315,881 | \$ 315,881 | \$ 315,881 | \$ - |
| Interest 5/1 | 315,881 | - | - | - |
| Principal 5/1 | 1,125,000 | - | - | - |
| <i>Series 2013 A-2</i> | | | | |
| Interest 11/1 | 44,419 | 44,419 | 44,419 | - |
| Interest 5/1 | 44,419 | - | - | - |
| Principal 5/1 | 105,000 | - | - | - |
| Total Expenditures | \$ 1,950,600 | \$ 360,300 | \$ 360,300 | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ 21,278 | \$ 1,551,625 | \$ 1,574,296 | \$ 22,672 |
| Net Change in Fund Balance | \$ 21,278 | \$ 1,551,625 | \$ 1,574,296 | \$ 22,672 |
| Fund Balance - Beginning | \$ 720,818 | | \$ 1,703,641 | |
| Fund Balance - Ending | \$ 742,095 | | \$ 3,277,937 | |

Double Branch

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2024

| | Adopted Budget | Prorated Budget Thru 01/31/24 | Actual Thru 01/31/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|------------------|
| Revenues | | | | |
| Transfer In from General Fund | \$ 2,719 | \$ - | \$ - | \$ - |
| Transfer In from Recreation Fund | 300,137 | - | - | - |
| Interest | 10,000 | 3,333 | 2,594 | (740) |
| Total Revenues | \$ 312,855 | \$ 3,333 | \$ 2,594 | \$ (740) |
| Expenditures: | | | | |
| Repairs & Replacements | \$ 530,000 | \$ 176,667 | \$ 149,612 | \$ 27,055 |
| Total Expenditures | \$ 530,000 | \$ 176,667 | \$ 149,612 | \$ 27,055 |
| Excess (Deficiency) of Revenues over Expenditures | \$ (217,145) | | \$ (147,018) | |
| Net Change in Fund Balance | \$ (217,145) | | \$ (147,018) | |
| Fund Balance - Beginning | \$ 1,469,257 | | \$ 1,499,858 | |
| Fund Balance - Ending | \$ 1,252,113 | | \$ 1,352,840 | |

Double Branch

Community Development District

Long Term Debt Report

Series 2013 A-1, Special Assessment Refunding Bonds

| | |
|--------------------------|-------------------------------|
| Interest Rate: | 1.3%-4.25% |
| Maturity Date: | 5/1/2034 |
| Reserve Fund Definition | 50% Max Annual on Outstanding |
| Reserve Fund Requirement | \$ 868,806 |
| Reserve Fund Balance | 868,806 |

| | |
|-------------------------------|---------------|
| Bonds outstanding - 9/30/2013 | \$ 24,850,000 |
| Less: November 1, 2013 | \$0 |
| Less: May 1, 2014 (Mandatory) | (860,000) |
| Less: May 1, 2015 (Mandatory) | (875,000) |
| Less: May 2, 2016 (Mandatory) | (890,000) |
| Less: May 2, 2017 (Mandatory) | (910,000) |
| Less: May 1, 2018 (Mandatory) | (930,000) |
| Less: May 1, 2019 (Mandatory) | (955,000) |
| Less: May 1, 2020 (Mandatory) | (980,000) |
| Less: May 1, 2021 (Mandatory) | (1,015,000) |
| Less: May 1, 2022 (Mandatory) | (1,045,000) |
| Less: May 1, 2023 (Mandatory) | (1,085,000) |

| | |
|----------------------------------|----------------------|
| Current Bonds Outstanding | \$ 15,305,000 |
|----------------------------------|----------------------|

Series 2013 A-2, Special Assessment Refunding Bonds

| | |
|--------------------------|-------------------------------|
| Interest Rate: | 5.75% |
| Maturity Date: | 5/1/2034 |
| Reserve Fund Definition | 50% Max Annual on Outstanding |
| Reserve Fund Requirement | \$ 95,634 |
| Reserve Fund Balance | 95,634 |

| | |
|-------------------------------------|--------------|
| Bonds outstanding - 9/30/2013 | \$ 2,900,000 |
| Less: November 1, 2013 (Prepayment) | (145,000) |
| Less: May 1, 2014 (Mandatory) | (75,000) |
| Less: November 1, 2014 (Prepayment) | (75,000) |
| Less: May 1, 2015 (Mandatory) | (75,000) |
| Less: May 1, 2015 (Prepayment) | (45,000) |
| Less: November 1, 2015 (Prepayment) | (50,000) |
| Less: May 2, 2016 (Mandatory) | (75,000) |
| Less: May 2, 2016 (Prepayment) | (35,000) |
| Less: November 1, 2016 (Prepayment) | (55,000) |
| Less: May 2, 2017 (Mandatory) | (75,000) |
| Less: May 2, 2017 (Prepayment) | (5,000) |
| Less: May 1, 2018 (Mandatory) | (80,000) |
| Less: May 1, 2018 (Prepayment) | (5,000) |
| Less: November 1, 2018 (Prepayment) | (105,000) |
| Less: May 1, 2019 (Mandatory) | (80,000) |
| Less: May 2, 2019 (Prepayment) | (10,000) |
| Less: November 1, 2019 (Prepayment) | (10,000) |
| Less: May 1, 2020 (Mandatory) | (80,000) |
| Less: May 2, 2020 (Prepayment) | (5,000) |
| Less: May 1, 2021 (Mandatory) | (85,000) |
| Less: May 1, 2022 (Mandatory) | (90,000) |
| Less: May 1, 2023 (Mandatory) | (95,000) |

| | |
|----------------------------------|---------------------|
| Current Bonds Outstanding | \$ 1,545,000 |
|----------------------------------|---------------------|

C.

DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2024 Assessments Receipts Summary

| ASSESSED | # UNITS ASSESSED | SERIES 2013A DEBT SERVICE ASSESSED | GENERAL FUND O&M ASSESSED | RECREATION FUND O&M ASSESSED | TOTAL ASSESSED |
|---------------------------|---------------------|--|------------------------------|------------------------------------|---------------------|
| NET TAX ROLL ASSESSED NET | 45,481 | 1,961,878.15 | 178,058.71 | 1,875,216.71 | 4,015,153.56 |
| TOTAL ASSESSED | 45,481 | 1,961,878.15 | 178,058.71 | 1,875,216.71 | 4,015,153.56 |

| SUMMARY OF TAX ROLL RECEIPTS | | | | | |
|--------------------------------|---------------|--|------------------------------|------------------------------------|---------------------|
| CLAY COUNTY DISTRIBUTION | DATE RECEIVED | SERIES 2013A DEBT SERVICE RECEIVED | GENERAL FUND O&M RECEIPTS | RECREATION FUND O&M RECEIPTS | TOTAL RECEIVED |
| 1 | 11/06/23 | 6,327.43 | 574.27 | 6,047.94 | 12,949.64 |
| 2 | 11/14/23 | 60,846.75 | 5,522.41 | 58,158.99 | 124,528.15 |
| 3 | 11/28/23 | 173,642.22 | 15,759.65 | 165,971.97 | 355,373.84 |
| 4 | 12/12/23 | 1,590,410.27 | 144,344.54 | 1,520,157.56 | 3,254,912.37 |
| 5 | 12/22/23 | 34,512.22 | 3,132.31 | 32,987.72 | 70,632.25 |
| 6 | 01/10/24 | 14,216.90 | 1,290.32 | 13,588.90 | 29,096.12 |
| 7 | 02/05/24 | 21,968.72 | 1,993.87 | 20,998.29 | 44,960.88 |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| | | - | - | - | |
| TOTAL TAX ROLL RECEIPTS | | 1,901,924.51 | 172,617.37 | 1,817,911.37 | 3,892,453.25 |

| PERCENT COLLECTED | DEBT | O&M | TOTAL |
|--------------------------------|---------------|---------------|---------------|
| TOTAL PERCENT COLLECTED | 96.94% | 96.94% | 96.94% |

D.

Double Branch

Community Development District

Check Run Summary

February 29, 2024

| Fund | Date | Check No. | Amount |
|-----------------------------|---------|------------------|----------------------|
| General Fund | | | |
| Accounts Payable | 2/1/24 | 1789 | \$ 69.50 |
| | 2/9/24 | 1790-1791 | 11,744.81 |
| | 2/16/24 | 1792 | 3,603.47 |
| | | Sub-Total | \$ 15,417.78 |
| Recreation Fund | | | |
| Accounts Payable | 2/1/24 | 7442-7443 | \$ 200.00 |
| | 2/9/24 | 7444-7445 | 5,450.47 |
| | 2/16/24 | 7447-7457 | 72,531.09 |
| | | Sub-Total | \$ 78,181.56 |
| Capital Reserve Fund | | | |
| Accounts Payable | 2/1/24 | 206-212 | \$ 11,143.42 |
| | 2/16/24 | 213-219 | 6,895.51 |
| | 2/22/24 | 220 | \$ 738.07 |
| | | Sub-Total | \$ 18,777.00 |
| Total | | | \$ 112,376.34 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------------------------|-------|-----------------------------------|--|------------------------|--------|-----------|----------------------------|
| 2/01/24 | 00111 | 1/25/24 24-00026 | 202401 310-51300-48000 | NTC OF BOS MTG 1/25 | * | 69.50 | |
| JACKSONVILLE DAILY RECORD | | | | | | | 69.50 001789 |
| 2/09/24 | 00035 | 2/01/24 2394 | 202402 310-51300-34000 | FEB MANAGEMENT FEES | * | 5,728.42 | |
| | | 2/01/24 2394 | 202402 310-51300-52000 | FEB WEBSITE ADMIN | * | 220.83 | |
| | | 2/01/24 2394 | 202402 310-51300-35100 | FEB INFO TECH | * | 189.25 | |
| | | 2/01/24 2394 | 202402 310-51300-31300 | FEB DISSEM AGENT SRVCS | * | 141.33 | |
| | | 2/01/24 2394 | 202402 310-51300-51000 | OFFICE SUPPLIES | * | .54 | |
| | | 2/01/24 2394 | 202402 310-51300-42000 | POSTAGE | * | 11.43 | |
| | | 2/01/24 2394 | 202402 310-51300-42500 | COPIES | * | 146.55 | |
| | | 2/01/24 2394 | 202402 310-51300-41000 | TELEPHONE | * | 6.46 | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | 6,444.81 001790 |
| 2/09/24 | 00027 | 2/05/24 25083 | 202402 310-51300-32200 | AUDIT FYE 09/30/2023 | * | 5,300.00 | |
| GRAU & ASSOCIATES | | | | | | | 5,300.00 001791 |
| 2/16/24 | 00113 | 2/12/24 3352460 | 202401 310-51300-31500 | JAN GENERAL SERVICES | * | 3,603.47 | |
| KUTAK ROCK LLP | | | | | | | 3,603.47 001792 |
| TOTAL FOR BANK A | | | | | | 15,417.78 | |
| TOTAL FOR REGISTER | | | | | | 15,417.78 | |

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

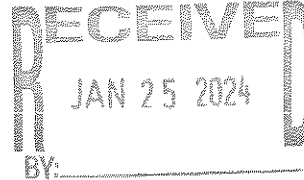
P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

January 25, 2024

Date

INVOICE

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



| | | | | |
|-------------------|---|-----------|-------|------------------------|
| Serial # | <u>24-00026C</u> | PO/File # | _____ | \$69.50 |
| | Notice of Meeting of the Board of Supervisors | | | Payment Due |
| | _____ | | | \$69.50 |
| | Double Branch Community Development District | | | Publication Fee |
| | _____ | | | |
| Case Number | _____ | | | Amount Paid |
| Publication Dates | <u>1/25</u> | | | |
| County | <u>Clay</u> | | | |

Payment Due Upon Receipt
For your convenience, you may remit payment online at www.jaxdailyrecord.com/send-payment.

If your payment is being mailed, please reference **Serial # 24-00026C** on your check or remittance advice.

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is released.*

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(This is not a proof of publication.)

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**DOUBLE BRANCH
COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF MEETING OF
THE BOARD OF
SUPERVISORS**

Notice is hereby given that the Board of Supervisors of the Double Branch Community Development District is scheduled to be meet on Monday, February 12, 2024, at 6:00 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 at www.DoubleBranchCDD.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
Jan. 25 00 (24-00026C)

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

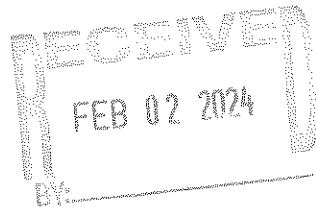
Invoice

Invoice #: 2394
Invoice Date: 2/1/24
Due Date: 2/1/24
Case:
P.O. Number:

Bill To:

Double Branch CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|---|-----------|----------|----------|
| General Fund- Management Fees - February 2024 | | 5,728.42 | 5,728.42 |
| Website Administration - February 2024 | | 220.83 | 220.83 |
| Information Technology - February 2024 | | 189.25 | 189.25 |
| Dissemination Agent Services - February 2024 | | 141.33 | 141.33 |
| Office Supplies | | 0.54 | 0.54 |
| Postage | | 11.43 | 11.43 |
| Copies | | 146.55 | 146.55 |
| Telephone | | 6.46 | 6.46 |



| | |
|-------------------------|-------------------|
| Total | \$6,444.81 |
| Payments/Credits | \$0.00 |
| Balance Due | \$6,444.81 |

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

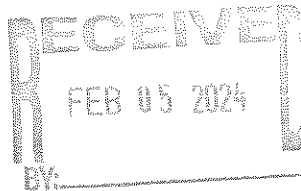
Phone: 561-994-9299

Fax: 561-994-5823

Double Branch Community Development District
475. West Town Place, Ste 114
St. Augustine, FL 32902

Invoice No. 25083
Date 02/05/2024

| SERVICE | AMOUNT |
|----------------------|--------------------|
| Audit FYE 09/30/2023 | \$ 5,300.00 |
| Current Amount Due | \$ <u>5,300.00</u> |



| | | | | | |
|----------|---------|---------|----------|----------|----------|
| 0 - 30 | 31 - 60 | 61 - 90 | 91 - 120 | Over 120 | Balance |
| 5,300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,300.00 |

Payment due upon receipt.

KUTAK ROCK LLP

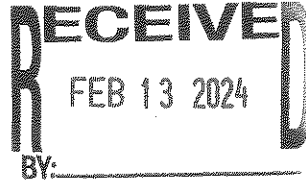
TALLAHASSEE, FLORIDA

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

Federal ID 47-0597598

February 12, 2024

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



Reference: Invoice No. 3352460
Client Matter No. 5323-1
Notification Email: eftgroup@kutakrock.com

Marilee Giles
Double Branch CDD
Governmental Management Services – St. Augustine
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3352460
5323-1

Re: General

For Professional Legal Services Rendered

| | | | | |
|----------|-----------|------|----------|---|
| 01/02/24 | K. Haber | 0.70 | 178.50 | Confer with Hogge regarding project completion resolution; prepare engineer certifications for project completion |
| 01/03/24 | K. Haber | 0.10 | 25.50 | Correspond with Hogge regarding engineer's certification of completion |
| 01/05/24 | M. Eckert | 0.30 | 114.00 | Prepare for board meeting |
| 01/05/24 | K. Haber | 0.80 | 204.00 | Prepare board meeting agenda memorandum; review auditors report for repeat findings and recommendations |
| 01/08/24 | M. Eckert | 2.80 | 1,064.00 | Prepare for, travel to and attend board meeting; return travel; meeting follow up |
| 01/09/24 | K. Haber | 0.80 | 204.00 | Prepare conveyance document for library parcel to Clay County |
| 01/09/24 | K. Haber | 0.50 | 127.50 | Prepare board meeting agenda memorandum |
| 01/10/24 | M. Eckert | 0.10 | 38.00 | Confer with Grimm |

KUTAK ROCK LLP

Double Branch CDD
February 12, 2024
Client Matter No. 5323-1
Invoice No. 3352460
Page 2

| | | | | |
|----------|-----------|------|--------|--|
| 01/11/24 | M. Eckert | 0.10 | 38.00 | Confer with Soriano |
| 01/11/24 | M. Eckert | 0.30 | 114.00 | Follow up from board meeting |
| 01/20/24 | G. Lovett | 0.30 | 75.00 | Monitor legislative process relating to matters impacting special districts |
| 01/24/24 | M. Eckert | 0.10 | 38.00 | Confer with Grimm |
| 01/24/24 | K. Haber | 0.20 | 51.00 | Review correspondence from Grimm regarding deed to county |
| 01/25/24 | K. Haber | 3.20 | 816.00 | Research parking options for residences adjacent to business center; prepare parking rules revisions; prepare parking permit application |
| 01/26/24 | M. Eckert | 0.50 | 190.00 | Review draft minutes and provide comments |
| 01/27/24 | M. Eckert | 0.10 | 38.00 | Confer with Soriano |
| 01/29/24 | M. Eckert | 0.40 | 152.00 | Research parking options |
| 01/31/24 | M. Eckert | 0.30 | 114.00 | Prepare for and attend agenda call |

TOTAL HOURS 11.60

TOTAL FOR SERVICES RENDERED \$3,581.50

DISBURSEMENTS

Meals 5.50
Travel Expenses 16.47

TOTAL DISBURSEMENTS 21.97

TOTAL CURRENT AMOUNT DUE \$3,603.47

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|-----------------------------------|--------|-----------|--------------|---------|
| 2/01/24 | 00845 | 1/25/24 | 01252024 | 202401 | 300 | 36900 | 10300 | | DEPOSIT REFUND | * | 100.00 | | |
| | | | | | | | | | SHAUNTINA BANKS | | | 100.00 | 007442 |
| 2/01/24 | 01014 | 1/25/24 | 01252024 | 202401 | 300 | 36900 | 10300 | | DEPOSIT REFUND | * | 100.00 | | |
| | | | | | | | | | TAMARA JONES | | | 100.00 | 007443 |
| 2/09/24 | 00186 | 2/01/24 | 13129561 | 202402 | 320 | 57200 | 46300 | | FEB POOL CHEMICALS | * | 3,280.47 | | |
| | | | | | | | | | POOLSURE | | | 3,280.47 | 007444 |
| 2/09/24 | 00185 | 2/01/24 | 155713B | 202402 | 320 | 57200 | 46800 | | FEB LAKE MAINTENANCE | * | 2,170.00 | | |
| | | 2/01/24 | 155713B | 202402 | 320 | 57200 | 46800 | | FEB LAKE MAINTENANCE | V | 2,170.00- | | |
| | | | | | | | | | THE LAKE DOCTORS, INC. DO NOT USE | | | .00 | 007445 |
| 2/09/24 | 00024 | 2/01/24 | 155713B | 202402 | 320 | 57200 | 46800 | | FEB LAKE MAINTENANCE | * | 2,170.00 | | |
| | | | | | | | | | THE LAKE DOCTORS, INC. | | | 2,170.00 | 007446 |
| 2/16/24 | 00478 | 1/11/24 | 01112024 | 202401 | 320 | 57200 | 62000 | | PROXIMITY CARDS | * | 1,204.30 | | |
| | | | | | | | | | CARDS AND KEYFOBS | | | 1,204.30 | 007447 |
| 2/16/24 | 01015 | 2/09/24 | 02092024 | 202402 | 300 | 36900 | 10300 | | DEPOSIT REFUND | * | 100.00 | | |
| | | | | | | | | | CERVON WILLIAMS | | | 100.00 | 007448 |
| 2/16/24 | 01018 | 2/09/24 | 02092024 | 202402 | 300 | 36900 | 10300 | | DEPOSIT REFUND | * | 100.00 | | |
| | | | | | | | | | CHRISTINE PUCHALSKI | | | 100.00 | 007449 |
| 2/16/24 | 00285 | 2/02/24 | 166 | 202401 | 320 | 57200 | 34510 | | FEB ADMIN FEE | * | 328.75 | | |
| | | 2/02/24 | 166 | 202401 | 320 | 57200 | 34510 | | FEB ADMIN SCHED | * | 130.00 | | |
| | | | | | | | | | CLAY COUNTY SHERIFF'S OFFICE | | | 458.75 | 007450 |
| 2/16/24 | 01017 | 2/09/24 | 02092024 | 202402 | 300 | 36900 | 10300 | | DEPOSIT REFUND | * | 100.00 | | |
| | | | | | | | | | DIERDRA ROBINSON | | | 100.00 | 007451 |
| 2/16/24 | 00092 | 2/01/24 | 2395 | 202402 | 310 | 51300 | 34000 | | FEB FACILITY MANAGEMENT | * | 18,389.83 | | |
| | | | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 18,389.83 | 007452 |

DBBR DOUBLE BRANCH OKUZMUK

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|--|--------|-----------|----------------------------|
| 2/16/24 | 00092 | 2/12/24 2396 | 202402 300-36900-10300 | FEB FACILITY EVENT STAFF GOVERNMENTAL MANAGEMENT SERVICES | * | 337.50 | 337.50 007453 |
| 2/16/24 | 01016 | 2/09/24 02092024 | 202402 300-36900-10300 | DEPOSIT REFUND JAIRUS VIADO | * | 300.00 | 300.00 007454 |
| 2/16/24 | 00297 | 2/01/24 352 | 202402 320-57200-61000 | FEB JANITIORIAL SERVICES RIVERSIDE MANAGEMENT SERVICES, INC | * | 4,953.33 | 4,953.33 007455 |
| 2/16/24 | 00839 | 2/01/24 9773 | 202402 320-57200-34500 | FEB SECURITY SERVICES SECURITY DEVELOPMENT GROUP LLC | * | 8,323.20 | 8,323.20 007456 |
| 2/16/24 | 00672 | 2/01/24 14520 | 202402 320-57200-46200 | FEB LANDSCAPE MAINTENANCE VERDEGO, LLC | * | 38,264.18 | 38,264.18 007457 |
| TOTAL FOR BANK B | | | | | | 78,181.56 | |
| TOTAL FOR REGISTER | | | | | | 78,181.56 | |

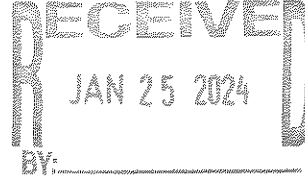


From: Oakleaf Venues venuerentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - SHAUNTINA BANKS
Date: January 25, 2024 at 8:22 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles mgiles@gmsnf.com, Alison Mossing amossing@gmstnn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD – for the following venue.
 - LOCATION – OVCR (SATURDAY) 2:30 P.M. to 6:30 P.M.
 - DATE OF VENUE – JANUARY 13, 2024
 - RESIDENT – SHAUNTINA BANKS
 - ADDRESS – 670 REESE AVENUE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND – \$100.00
 - BOOKING FEE/DEPOSIT was via AMEX(3005):
 - DATED: 11/29/23
 - SEQ#: 2
 - BATCH#: 1007
 - INVOICE#: 2
 - APPROVAL CODE: 800915
 - AMOUNT: 100.00



| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|--------------------------------|---------|-----------|-------|------------|-------------|
| 11/29/23 | 11/29/23 | 01/13/24 | SHAUNTINA BANKS - OVCR DEPOSIT | DEPOSIT | \$ 100.00 | 3005 | | AMEX-800915 |

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

Thank you.

I will be out of the office MON 1/15 thru FRI 1/19, and FRI 1/26

Please email me or leave a detailed message at 904-770-4661 with the following information: **NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE** and **EMAIL ADDRESS**. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuerentals@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.

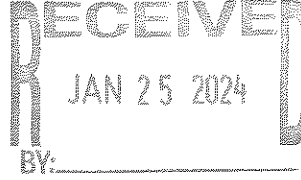


From: Oakleaf Venues venuerentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - TAMARA JONES
Date: January 25, 2024 at 8:33 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles mgiles@gmsnf.com, Alison Mossing amosing@gmstn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD – for the following venue.
 - LOCATION – OVCR (SATURDAY) 7:00 P.M. to 11:00 P.M.
 - DATE OF VENUE – JANUARY 13, 2024
 - RESIDENT – TAMARA JONES
 - ADDRESS – 516 MILLSTONE DRIVE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$100.00
 - BOOKING FEE/DEPOSIT was via VISA(9968):
 - DATED: 12/06/23
 - SEQ#: 2
 - BATCH#: 1007
 - INVOICE#: 2
 - APPROVAL CODE: H52884
 - AMOUNT: 100.00



| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|-------------------------------|---------|-----------|-------|------------|-------------|
| 12/08/24 | 12/06/24 | 01/13/24 | TAMARA JONES - OVCR - DEPOSIT | DEPOSIT | \$ 100.00 | 9968 | | VISA-H52884 |

Thank you.

I will be out of the office MON 1/15 thru FRI 1/19, and FRI 1/26

Please email me or leave a detailed message at 904-770-4661 with the following information: **NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE** and **EMAIL ADDRESS**. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

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

Invoice

Date 2/1/2024
Invoice # 131295619742

| | |
|----------|-----------|
| Terms | Net 20 |
| Due Date | 2/21/2024 |
| PO # | |

| | |
|---|---|
| Bill To Oakleaf Village/Double Branch 475 West Town Place Ste 114 St Augustine FL 32092 | Ship To Oak Leaf Plantation/ Double Branch 370 Oakleaf Village Parkway Orange Park FL 32065 |
|---|---|

| Item ID | Description | Qty | Units | Amount |
|----------------|------------------------------------|-----|-------|----------|
| WM-CHEM-FLAT | Water Management Flat Billing Rate | 1 | ea | 3,172.29 |
| Fuel Surcharge | Fuel/Environmental Transit Fee | 1 | ea | 108.18 |

RECEIVED
JAN 19 2024
BY: _____

Save in 2024 by prepaying your annual amount. Customers who prepay for 2024 by 12/31/2023 will receive a 5% discount on their annual rate. Contact ar@poolsure.com and request your 2024 annual invoice.

| | |
|-------------------------------------|------------|
| Subtotal | 3,280.47 |
| Shipping Cost (FEDEX GROUND) | 0.00 |
| Total | 3,280.47 |
| Amount Due | \$3,280.47 |

Remittance Slip

Customer
13OAK102
Invoice #
131295619742

Amount Due \$3,280.47


Amount Paid _____

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



131295619742

MAKE CHECK PAYABLE TO:

 The Lake Doctors, Inc.
Aquatic Management Services
Post Office Box 20122
Tampa, FL 33622-0122
(904) 262-5500

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



| | |
|-------------|-------------|
| CARD NUMBER | EXP. DATE |
| SIGNATURE | AMOUNT PAID |

ADDRESSEE

Please check if address below is incorrect and indicate change on reverse side

DOUBLE BRANCH CCD/OAKLEAF PLANTATION
Jay Soriano
370 Oakleaf Village Parkway Pkwy
Orange Park, FL 32065

| ACCOUNT NUMBER | DATE | BALANCE |
|----------------|----------|------------|
| 708477 | 2/1/2024 | \$2,170.00 |

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

00000000019082001000000015571300000021700056

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

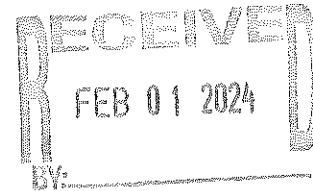
DOUBLE BRANCH CCD/OAKLEAF PL 8664 OAKLEAF VILLAGE PKWY, JACKSONVILLE, FL ORANGE PARK, FL
Invoice Due Date **2/11/2024** Invoice **155713B** PO #

| Invoice Date | Description | Quantity | Amount | Tax | Total |
|--------------|---|----------|-----------|--------|-----------|
| 2/1/2024 | Water Management - Zone 1,Water Management - Zone 2 | | \$1085.00 | \$0.00 | \$1085.00 |
| | | | \$1085.00 | \$0.00 | \$1085.00 |

Please remit payment for this month's invoice.

Code to:

2-320-572-4680



Double Branch Lake Maintenance

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

| | |
|------------|--------|
| Credits | \$0.00 |
| Adjustment | \$0.00 |

AMOUNT DUE

Total Account Balance including this invoice:

\$2170.00

This Invoice Total:

\$2170.00

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

Customer #: 708477
Portal Registration #: BCF0DAE5
Customer E-mail(s): manager@oakleafresidents.com, JSORIANO@GMSNF.COM
Customer Portal Link: www.lakedoctors.com/contact-us/



Corporate Address
4651 Salisbury Rd, Suite 155
Jacksonville, FL 32256

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

MAKE CHECK PAYABLE TO:

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD

 **The Lake Doctors, Inc.**
Landscape Management Services
Post Office Box 20122
Tampa, FL 33622-0122
(904) 262-5500

| | |
|---|--|
|  |  |
| CARD NUMBER | EXP. DATE |
| SIGNATURE | AMOUNT PAID |

ADDRESSEE

Please check if address below is incorrect and indicate change on reverse side

DOUBLE BRANCH CCD/OAKLEAF PLANTATION
Jay Soriano
370 Oakleaf Village Parkway Pkw
Orange Park, FL 32065

| ACCOUNT NUMBER | DATE | BALANCE |
|----------------|----------|------------|
| 708477 | 2/1/2024 | \$2,170.00 |

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

0000000019082001000000015571300000021700056

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

DOUBLE BRANCH CCD/OAKLEAF PL 8664 OAKLEAF VILLAGE PKWY, JACKSONVILLE, FL ORANGE PARK, FL
Invoice Due Date 2/11/2024 Invoice 155713B PO #

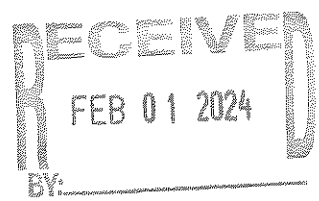
| Invoice Date | Description | Quantity | Amount | Tax | Total |
|--------------|---|----------|-----------|--------|-----------|
| 2/1/2024 | Water Management - Zone 1,Water Management - Zone 2 | | \$1085.00 | \$0.00 | \$1085.00 |
| | | | \$1085.00 | \$0.00 | \$1085.00 |

Please remit payment for this month's invoice. **Code to:**
2-320-572-4680

Double Branch Lake Maintenance

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

| | |
|-------------------|--------|
| Credits | \$0.00 |
| Adjustment | \$0.00 |
| AMOUNT DUE | |



Total Account Balance including this invoice:

\$2170.00

This Invoice Total:

\$2170.00

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

Customer #: 708477
Portal Registration #: BCF0DAE5
Customer E-mail(s): manager@oakleafresidents.com, JSORIANO@GMSNF.COM
Customer Portal Link: www.lakedoctors.com/contact-us/

Corporate Address
4651 Salisbury Rd, Suite 155
Jacksonville, FL 32256

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

INVOICE

Cards And Keyfobs
PO Box 205
Saint Anthony, ID 83445
Telephone: 208-591-4430
Fax: 208-534-7595
Sales@CardsAndKeyfobs.com
<https://www.cardsandkeyfobs.com>

Date Added: 01/11/2024
Order ID: 18519
[tco44]
Payment Terms: NET30

Bill To

Jay Soriano
GMS LLC
370 Oakleaf Village Pkwy
orange park, Florida 32065
United States
manager@oakleafresidents.com
9045620249

Ship To (if different address)

Jay Soriano
GMS LLC
370 Oakleaf Village Pkwy
orange park, Florida 32065
United States

| Product | Model | Quantity | Unit Price | Total |
|---|--------------|----------|---|-----------------------|
| Printable Proximity Card - Kantech® ioProx® XSF/26bit P20DYE Compatible - Slot Punch: None | PrtPrx-Kan26 | 1200 | \$1.79 | \$2,148.00 |
| Clamshell Proximity Card - Kantech® ioProx® XSF/26bit P10SHL Compatible | CshPrx-Kan26 | 100 | \$2.24 | \$224.00 |
| | | | Sub-Total: | \$2,372.00 |
| | | | USPS Priority (Weight: 28.00lb): | \$36.59 |
| | | | Total: | \$2,408.59 |

\$1,204.30

Comment

PO Number: JS0011123

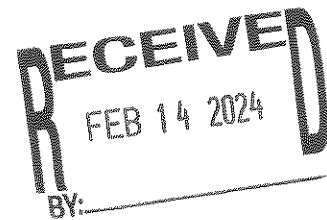
Code to: 50/50 split

2-330-572-49300

Middle Village Rec Passes

2-330-572-6200

Double Branch Rec. Passes



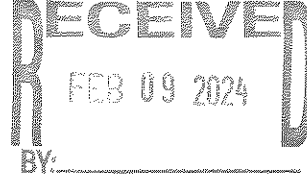


From: Oakleaf Venues venuere rentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - CERVON WILLIAMS
Date: February 9, 2024 at 8:36 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles mgiles@gmsnf.com, Alison Mossing amosing@gmstrn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD – for the following venue.
 - LOCATION – OVCR (SATURDAY) 2:30 P.M. to 6:30 P.M.
 - DATE OF VENUE – FEBRUARY 3, 2024
 - RESIDENT – CERVON WILLIAMS
 - ADDRESS – 3456 BILTMORE WAY, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND :- \$100.00
 - BOOKING FEE/DEPOSIT was via VISA(2766):
 - DATED: 1/08/24
 - SEQ#: 9
 - BATCH#: 1028
 - INVOICE#: 9
 - APPROVAL CODE: 091095
 - AMOUNT: 100.00



| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|--------------------------------|---------|-----------|-------|------------|-------------|
| 01/08/24 | 01/08/24 | 02/03/24 | CERVON WILLIAMS - OVCR DEPOSIT | DEPOSIT | \$ 100.00 | 2766 | | VISA-091095 |

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

Thank you.

I will be out of the office SUN 2/25 thru WED 2/28, and SUN 3/17 thru THUR 3/21

Please email me or leave a detailed message at 904-770-4661 with the following information: NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

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venuere rentals@oakleafresidents.com
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www.oakleafresidents.com

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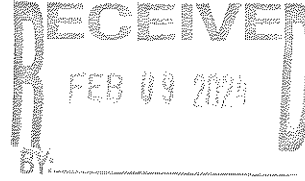


From: Oakleaf Venues venuerentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - CHRISTINE PUCHALSKI
Date: February 9, 2024 at 9:27 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles mgiles@gmsnf.com, Alison Mossing amossing@gmstnn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD -- for the following venue.
 - LOCATION -- OVCR (THURSDAY) 6:00 P.M. to 10:00 P.M.
 - DATE OF VENUE -- FEBRUARY 8, 2024
 - RESIDENT -- CHRISTINE PUCHALSKI
 - ADDRESS -- 573 OAKLEAF PLANTATION PKWY #511, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND -- \$100.00
 - BOOKING FEE/DEPOSIT was via VISA(1026):
 - DATED: 1/8/24
 - SEQ#: 7
 - BATCH#: 1028
 - INVOICE#: 7
 - APPROVAL CODE: 201672
 - AMOUNT: 100.00



| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|------------------------------------|---------|-----------|-------|------------|-------------|
| 01/08/24 | 01/08/24 | 02/08/24 | CHRISTINE PUCHALSKI - OVCR DEPOSIT | DEPOSIT | \$ 100.00 | 1026 | | VISA-201672 |

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

Thank you.

I will be out of the office SUN 2/25 thru WED 2/28, and SUN 3/17 thru THUR 3/21

Please email me or leave a detailed message at 904-770-4661 with the following information: NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

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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.



Please include Customer Number and make checks payable to: Clay County Sheriff's Office

General Invoice

Customer Copy

| CUSTOMER | INVOICE DATE | INVOICE NUMBER | AMOUNT PAID | DUE DATE | INVOICE TOTAL DUE |
|------------------------|--------------|----------------|-------------|------------|-------------------|
| OAKLEAF PLANTATION CDD | 02/02/2024 | 166 | \$0.00 | 02/17/2024 | \$917.50 |

| DESCRIPTION | QUANTITY | PRICE | UOM | ORIGINAL BILL | ADJUSTED | PAID | AMOUNT DUE |
|--------------------------------|----------|--------------|------|---------------|----------|--------|---------------------|
| OFF DUTY ADMIN JANUARY 2024 | 131.50 | \$5.000000 | EACH | \$657.50 | \$0.00 | \$0.00 | \$657.50 |
| OFF DUTY SCHEDULING FEE | 1.00 | \$260.000000 | EACH | \$260.00 | \$0.00 | \$0.00 | \$260.00 |
| Invoice Total: | | | | | | | \$917.50 |

\$328.75
+\$130.00

\$458.75

RECEIVED
FEB 08 2024
BY: _____

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



Please include Customer Number and make checks payable to: Clay County Sheriff's Office

General Invoice

Remit Portion

| | |
|--------------------------|-------------------|
| Invoice Date | 02/02/2024 |
| Invoice Number | 166 |
| Customer Number | 30 |
| Amount Paid | |
| Due Date | 02/17/2024 |
| Invoice Total Due | \$917.50 |

OAKLEAF PLANTATION CDD
370 OAKLEAF VILLAGE PKWY
ORANGE PARK, FL 32065

Please include Customer Number and make checks payable to: Clay County Sheriff's Office

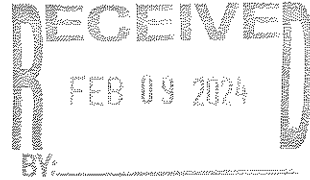


From: Oakleaf Venues venuerentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - DEIRDRA ROBINSON
Date: February 9, 2024 at 9:21 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles m Giles@gmsnf.com, Alison Mossing amossing@gmstnn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD – for the following venue.
 - LOCATION – OVCR (TUESDAY) 5:00 P.M. to 9:00 P.M.
 - DATE OF VENUE – FEBRUARY 6, 2024
 - RESIDENT – DEIRDRA ROBINSON
 - ADDRESS – 1525 COTTON CLOVER DRIVE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND: \$100.00
 - BOOKING FEE/DEPOSIT was via VISA(8068):
 - DATED: 1/8/24
 - SEQ#: 5
 - BATCH#: 1028
 - INVOICE#: 5
 - APPROVAL CODE: 08845G
 - AMOUNT: 100.00



| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. | CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|---------------------------------|---------|-----------|-------|------------|-------------|
| 01/08/24 | 01/08/24 | 02/06/24 | DEIRDRA ROBINSON - OVCR DEPOSIT | DEPOSIT | \$ 100.00 | 8068 | | VISA-08845G |

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

Thank you.

I will be out of the office SUN 2/25 thru WED 2/28, and SUN 3/17 thru THUR 3/21

Please email me or leave a detailed message at 904-770-4661 with the following information: NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

Wanda McReynolds – Community Amenity Coordinator, OakLeaf Plantation
venuerentals@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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Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 2395

Invoice Date: 2/1/24

Due Date: 2/1/24

Case:

P.O. Number:

Bill To:

Double Branch CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|---|-----------|-----------|-----------|
| Recreation - Facility Management - Oakleaf Plantation - February 2024 2,310.513.3400 | | 18,389.83 | 18,389.83 |
| RECEIVED FEB 06 2024 BY: _____ | | | |
| <i>Jerry Lambert</i> 2-6-24 | | | |

Total \$18,389.83

Payments/Credits \$0.00

Balance Due \$18,389.83

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

Invoice

Invoice #: 2396
Invoice Date: 2/12/24
Due Date: 2/12/24
Case:
P.O. Number:

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

| Description | Hours/Qty | Rate | Amount |
|---|-----------|-------|--------|
| Facility Event Staff through February 10, 2024 2,300.369.103 | 13.5 | 25.00 | 337.50 |

RECEIVED
FEB 12 2024
BY: _____

| | |
|-------------------------|-----------------|
| Total | \$337.50 |
| Payments/Credits | \$0.00 |
| Balance Due | \$337.50 |

2/12/24
Am

Governmental Management Services, LLC

9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257

DOUBLE BRANCH CDD

Facility Event Staff Service Hours

| <u>Quantity</u> | <u>Description</u> | <u>Rate</u> | <u>Amount</u> |
|------------------------|---------------------------|--------------------|----------------------|
| 13.5 | Facility Event Staff | \$ 25.00 | \$ 337.50 |

Covers Period End: February 10, 2024

Amenities Revenue # 2.300.369.103



From: Oakleaf Venues venuerentals@oakleafresidents.com
Subject: DBCDD refund of deposit request - JAIRUS VIADO
Date: February 9, 2024 at 9:10 PM
To: Todd Polvere tpolvere@gmsnf.com, Oksana Kuzmuk okuzmuk@gmsnf.com
Cc: Marilee Giles mgiles@gmsnf.com, Alison Mossing amossing@gmstnn.com

Good evening, Todd,

Please make the following refund at your earliest opportunity:

- REFUND FROM DBCDD – for the following venue.
 - LOCATION – OVCR (SUNDAY) 4:30 P.M. to 8:30 P.M.
 - DATE OF VENUE – MARCH 10, 2024
 - RESIDENT – JAIRUS VIADO
 - ADDRESS – 2817 PEBBLEWOOD LANE, ORANGE PARK, FL 32065
 - AMOUNT OF REFUND - \$300.00 = \$250.00 rental fee + \$50.00 of deposit - CANCELLED 31+ days prior to event (*see cancellation policy below)
 - BOOKING FEE/DEPOSIT was via AMEX(5003):
 - DATED: 1/30/24
 - SEQ#: 4
 - BATCH#: 1044
 - INVOICE#: 4
 - APPROVAL CODE: 871476
 - AMOUNT: 100.00

| PAYMENT DATE | SETTLEMENT DATE | EVENT DATE | DESCRIPTION | HOURS | AMOUNT | ELEC. CHECK/CASH | CREDIT CARD |
|--------------|-----------------|------------|-----------------------------|---------|-----------|------------------|-------------|
| 01/30/24 | 01/30/24 | 03/10/24 | JAIRUS VIADO - OVCR | 4 | \$ 250.00 | 5003 | AMEX-896391 |
| 01/30/24 | 01/30/24 | 03/10/24 | JAIRUS VIADO - OVCR DEPOSIT | DEPOSIT | \$ 100.00 | 5003 | AMEX-871476 |

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

Thank you.

***Cancellation Policy:**

Prior to 31+ days of the Event One would receive 50% Booking Fee/Deposit & 100% Rental Fee
 Within 30 days of the Event One would receive 50% Booking Fee/Deposit & 0% Rental Fee

I will be out of the office SUN 2/25 thru WED 2/28, and SUN 3/17 thru THUR 3/21

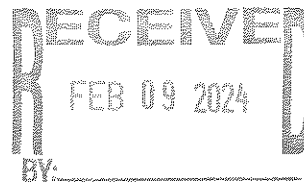
Please email me or leave a detailed message at 904-770-4661 with the following information: NAME, CONTACT NUMBER, ADDRESS, TYPE OF EVENT, NUMBER OF PARTICIPANTS EXPECTED, DATE OF PREFERENCE and EMAIL ADDRESS. I will respond at my earliest opportunity. Any messages left on the office phone will not be heard until I return to the office; repeat your name and number twice. Messages left on voice email will be heard, however, only emergencies will be addressed until I return to the office. I am typically not on property over the weekends. Since my time on property is divided between two Districts, appointments are recommended.

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venuerentals@oakleafresidents.com
 (904) 770-4661 voice email
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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 #: 352
Invoice Date: 2/1/2024
Due Date: 2/1/2024
Case:
P.O. Number:

Bill To:

Double Branch CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|----------|
| 2.320.572.6100 - Janitorial Services - February 2024 | | 4,953.33 | 4,953.33 |

RECEIVED
FEB 06 2024
BY: _____

Jerry Lambert
2-6-24

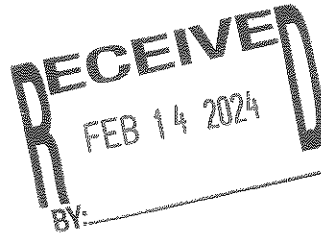
| | |
|-------------------------|------------|
| Total | \$4,953.33 |
| Payments/Credits | \$0.00 |
| Balance Due | \$4,953.33 |



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

INVOICE

BILL TO
Oakleaf Double Branch CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



INVOICE # 9773
DATE 02/01/2024
DUE DATE 02/29/2024
TERMS End of the month

SERVICE MONTH
February

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|-------|-----------|
| Dedicated Officer I Dedicated Officer for 10 hours Monday to Thursday and 12 hours Saturday and Sunday | 306 | 27.20 | 8,323.20T |

| | |
|-------------|-------------------|
| SUBTOTAL | 8,323.20 |
| TAX | 0.00 |
| TOTAL | 8,323.20 |
| BALANCE DUE | \$8,323.20 |





Invoice

Invoice #: 14520

Date: 02/01/24

Customer PO:

DUE DATE: 03/02/2024

BILL TO

Oakleaf - Double Branch CDD
370 Oakleaf Village Parkway
Orange Park, FL 32065

FROM

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

DESCRIPTION

#14273 - Standard Maintenance Contract 2024 February 2024

AMOUNT

\$38,264.18

Invoice Notes:

Thank you for your business!

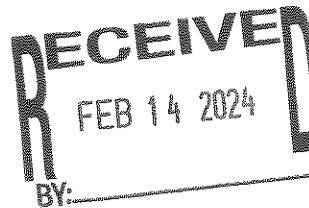
AMOUNT DUE THIS INVOICE

\$38,264.18

Please See Our
Updated Remittance
Information

Remit to Address:
VerdeGo Landscape
PO Box 200341
Dallas, TX 75320-0341

ACH Account Information:
Bank Name: Wells Fargo Bank N.A.
Routing Number: 121000248
Account Number: 4945950657
Remittance Information:
AR@verdego.com



Code to:

2-320-572-4620

Double Branch Landscape Maintenance

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|---|----------|---|--------|----------|----------------------------|
| 2/01/24 | 00061 | 1/27/24 01272024 | 202401 600-53800-62100 | | GOLF CART BODY WORK ALLWORK USA LLC DBA NORTH | * | 4,499.50 | 4,499.50 000206 |
| 2/01/24 | 00060 | 1/19/24 1192024 | 202401 600-53800-62100 | | 4 HEAVY PICKLEBALL NETS PINE RIDGE PLANTATION CDD | * | 2,000.00 | 2,000.00 000207 |
| 2/01/24 | 00017 | 1/02/24 78231037 | 202401 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 257.59 | 257.59 000208 |
| 2/01/24 | 00017 | 1/08/24 78326329 | 202401 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 46.81 | 46.81 000209 |
| 2/01/24 | 00017 | 1/11/24 78401509 | 202401 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 51.46 | 51.46 000210 |
| 2/01/24 | 00017 | 12/29/23 78211728 | 202312 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 603.06 | 603.06 000211 |
| 2/01/24 | 00016 | 1/29/24 14340 | 202401 600-53800-62100 | | VARIOUS TREE WORK PER JAY VERDEGO, LLC | * | 3,685.00 | 3,685.00 000212 |
| 2/16/24 | 00027 | 2/02/24 930390 | 202402 600-53800-62100 | | MAX ROLL - SHIPPING ERC WIPING PRODUCTS | * | 705.00 | 705.00 000213 |
| 2/16/24 | 00028 | 2/07/24 3265 | 202402 600-53800-62100 | | OIL RPR/RPLC DRIVER BELT INDUSTRIAL CIRCLE ESCORT LLC | * | 461.59 | 461.59 000214 |
| 2/16/24 | 00017 | 2/02/24 78768147 | 202402 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 81.68 | 81.68 000215 |
| 2/16/24 | 00017 | 2/02/24 78768148 | 202402 600-53800-62100 | | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 97.24 | 97.24 000216 |
| 2/16/24 | 00039 | 12/03/23 2363 | 202312 600-53800-62100 | | INTERIOR MAINTENANCE EDWIN ARCE DBA TITO'S PAINTING CO | * | 1,150.00 | 1,150.00 000217 |

DBBR DOUBLE BRANCH OKUZMUK

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|---|--------|-----------|----------------------------|
| 2/16/24 | 00039 | 2/05/24 24-00239 | 202402 600-53800-62100 | LIFT RENTAL EDWIN ARCE DBA TITO'S PAINTING CO | * | 1,125.00 | 1,125.00 000218 |
| 2/16/24 | 00039 | 2/05/24 24-00239 | 202402 600-53800-62100 | RPLC ROT WOOD/RUST METAL EDWIN ARCE DBA TITO'S PAINTING CO | * | 3,275.00 | 3,275.00 000219 |
| 2/22/24 | 00017 | 2/16/24 79007292 | 202402 600-53800-62100 | JANITORIAL SUPPLIES THE HOME DEPOT PRO | * | 738.07 | 738.07 000220 |
| TOTAL FOR BANK C | | | | | | 18,777.00 | |
| TOTAL FOR REGISTER | | | | | | 18,777.00 | |

North Florida Golf Carts & More

1137 Hwy 90 W

Lake City, FL 32055

386-344-6145

SALES
INVOICE

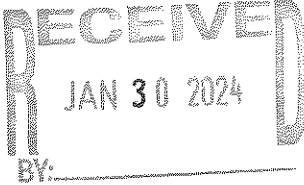
Name JAY SORIANO

Date 1/27/2024

Address

phone 904-562-0249

| | |
|--------------------------|----------|
| email JSORIANO@GMSNF.COM | CONTACT |
| | SERIAL # |

| QTY | | | |
|-----|--|-----------------|-------------|
| | 2024 CUSHMAN 800X HAULER GAS KAWASAKI FUEL INJECTED ENGINE WHITE BODY 20" X 10" TURF WHEELS DUMP BOX HEADLIGHTS BLACK TOP | | |
| |  | \$ 10,260.00 | \$ 9,993.50 |
| | <p>Code to: Split 50/50 DB/MV \$8,999.00</p> <p>Double Branch Repair and Repl.</p> <p>34.600.53800.6200</p> <p>Middle Village Repair and Replacement</p> <p>34.600.538.64000</p> <p>\$1,000.00 PAID C.C</p> | | |
| | CUSTOMER HAS THOROUGHLY INSPECTED CART (IE: PAINT, SEATS, WHEELS, ETC) RECEIVED IN SATISFACTORY CONDITION X _____ | Dealer Prep Fee | WAIVED |

*FL state law requires a \$1.00 fee to be collected for each new tire sold (S4508.718) New Tire Fee \$ 4.00

*FL law requires a \$1.50 fee for each new or remanufactured battery sold (S403.7185) in the st Battery Fee \$ 1.50

NOTE: WARRANTY DOES NOT COVER ANY COSMETICS Subtotal \$ 9,999.00

2 YEAR WARRANTY ON CART Tax TAX EXEMPT

TOTAL DUE \$ 9,999.00

DEPOSIT C.C \$ 1,000.00

BALANCE DUE \$ ~~8,999.00~~

\$4,499.50

Pine Ridge Plantation CDD

5385 N. Nob Hill Rd.,
Sunrise FL. 33351
Phone (904) 940-5850

DATE: January 19, 2024
INVOICE #: 1192024
DUE: Upon Receipt

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

| DESCRIPTION | AMOUNT |
|---|-------------|
| Heavy Duty Rolling Pickleball Nets (4) @ \$500 each. Code to: Double Branch Repair and Repl. 34.600.53800.6200 | \$ 2,000.00 |
| TOTAL | \$ 2,000.00 |

RECEIVED
JAN 19 2024
BY: _____

Make check payable to:
Pine Ridge Plantation CDD
5385 N. Nob Hill Rd.,
Sunrise FL. 33351

THANK YOU FOR YOUR BUSINESS!

HDSUPPLY

Formerly Home Depot Pro Institutional

- My Account Number 647283
- Currently Shopping As 647283 - MIDDLE VILLAGE CDD
- Current Ship-To Address MIDDLE VILLAGE CDD 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

DB Repair & Replacement
34,600.538,621

MV Repair & Replacement
34,600.538,64000

TO be split between DB & MV
50/50

Invoice Detail

Customer ID: 647283
Invoice Number: 782310379
Invoice Date: 1/2/2024
Order Number: 53935233
Purchase Order: LISA

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

Shipped To:

MIDDLE VILLAGE CDD
370 OAKLEAF VILLAGE PARKWAY

ORANGE PARK, FL 32065

Invoice Total ~~\$515.18~~
\$257.59

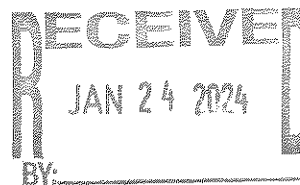
Home Depot Pro Notes:

CALL JAY 904-562-0249 30 MIN BEFORE DELIVERY

i\$7.95 Handling Charge

Delivery information for this invoice may be

found at: www.HomeDepotPro.com/Institutional



| Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|--|------------------|------------------|------------|---------|
| RENOWN GS MULTI-FOLD TOWEL NATURAL 9-1/8 <u>REN06003-WB</u> | 2 | 2 | \$41.59 | \$83.18 |

Description | Item Number

Quantity Quantity Unit
 Ordered Shipped Price Total



RENOWN SINGLE ROLL BATH TISSUE 2PLY
REN06125-WB

1 1 \$79.25 \$79.25



APPEAL GEN PURP FOAM HAND SOAP
APP17100-04

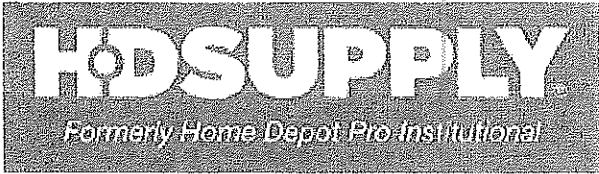
24 24 \$11.39 \$273.36



RENOWN LNR 40X46 .74MIL WHT
REN24512-CA

2 2 \$35.72 \$71.44

Subtotal \$507.23
 Shipping & Handling \$7.95
 Tax \$0.00
 Web Discount -\$0.00
 Invoice Total \$515.18



- My Account Number 647283
- Currently Shopping As 647283 - MIDDLE VILLAGE CDD
- Current Ship-To Address MIDDLE VILLAGE CDD 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- ○
- ○
- ○

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

Invoice Detail

Customer ID: 647283
 Invoice Number: 783263296
 Invoice Date: 1/8/2024
 Order Number: 53408461
 Purchase Order: Lisa

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

Shipped To:

MIDDLE VILLAGE CDD
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Invoice Total ~~\$93.62~~
 \$46.81

Home Depot Pro Notes:

CALL JAY 904-562-0249 30 MIN BEFORE DELIVERY

The following 2 item(s) have been shipped from our Jacksonville warehouse.

Item#..... Description.....

REN06132-WB CONTROLLED HARD ROLL TOWEL NAT
 TYCVLH2424-0 LINER NATL 23X24 6MIC 10GL

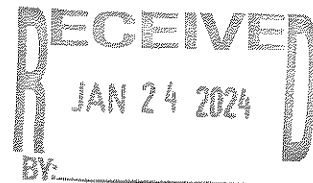
The following 1 item(s) have been shipped from our Columbus warehouse.

Columbus warehouse.

Item#..... Description.....

DB Repair & Replacement
 34,600.538.621

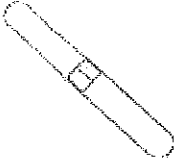



MV Repair & Replacement
 34,600.538.64000
 To be split between
 DB & MV 50/50



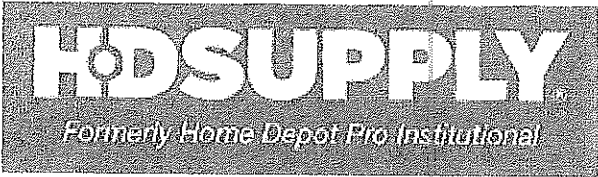
RCPD25306BL SUPERSTITCH BLEND MOP BLU LG 5

Delivery information for this invoice may be

found at: www.HomeDepotPro.com/Institutional

| Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|--|---------------------|---------------------|---------------|---------|
|  RENOWN DUST MOP FRAME CLAMP ON 36X5 <u>REN02615-IB</u> | 2 | 0 | \$8.35 | \$0.00 |
|  6% EPA REG BLEACH GAL <u>KIK55GB</u> | 18 | 0 | \$4.79 | \$0.00 |
|  RENOWN GS MULTI-FOLD TOWEL NATURAL 9-1/8 <u>REN06003-WB</u> | 2 | 2 | \$41.59 | \$83.18 |
|  ZEP OVEN & GRILL CLEANER <u>202858011</u> | 1 | 1 | \$10.44 | \$10.44 |

| | |
|---------------------|---------|
| Subtotal | \$93.62 |
| Shipping & Handling | \$0.00 |
| Tax | \$0.00 |
| Web Discount | -\$0.00 |
| Invoice Total | \$93.62 |



- My Account Number 647283
- Currently Shopping As 647283 - MIDDLE VILLAGE CDD
- Current Ship-To Address MIDDLE VILLAGE CDD 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

DB Repair & Replacement
34.600.538.621

MV Repair & Replacement
34.600.538.64000

To be split between DB + MV 50%

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

Invoice Detail

Customer ID: 647283
 Invoice Number: 784015091
 Invoice Date: 1/11/2024
 Order Number: 53408461
 Purchase Order: Lisa

Shipped To:

MIDDLE VILLAGE CDD
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Invoice Total ~~\$102.92~~
 \$51.46

Home Depot Pro Notes:

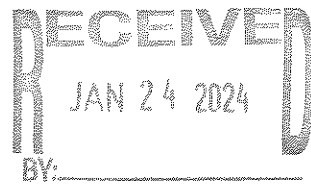
CALL JAY 904-562-0249 30 MIN BEFORE DELIVERY

The following 2 item(s) have been shipped from our Jacksonville warehouse.

- | Item#..... | Description..... |
|--------------|--------------------------------|
| REN06132-WB | CONTROLLED HARD ROLL TOWEL NAT |
| TYCVLH2424-0 | LINER NATL 23X24 6MIC 10GL |

The following 1 item(s) have been shipped from our Columbus warehouse.

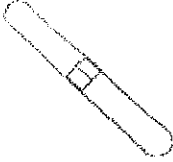

Item#..... Description.....



RCPD25306BL SUPERSTITCH BLEND MOP BLU LG 5

Delivery information for this invoice may be

found at: www.HomeDepotPro.com/Institutional

| Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|---|---|---------------------|---------------|----------------|
|  | RENOWN DUST MOP FRAME CLAMP ON 36X5 <u>REN02615-IB</u> | 2 | 2 | \$8.35 \$16.70 |
|  | 6% EPA REG BLEACH GAL <u>KIK55GB</u> | 18 | 18 | \$4.79 \$86.22 |
| Subtotal | \$102.92 | | | |
| Shipping & Handling | \$0.00 | | | |
| Tax | \$0.00 | | | |
| Web Discount | -\$0.00 | | | |
| Invoice Total | \$102.92 | | | |

HDSUPPLY

Formerly Home Depot Pro Ins Itutional

- My Account Number 647283
- Currently Shopping As 647283 - MIDDLE VILLAGE CDD
- Current Ship-To Address MIDDLE VILLAGE CDD 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- ◦
- ◦
- ◦

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

Invoice Detail

Customer ID: 647283
 Invoice Number: 782117287
 Invoice Date: 12/29/2023
 Order Number: 53408461
 Purchase Order: Lisa

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

Shipped To:

MIDDLE VILLAGE CDD
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Invoice Total ~~\$1,206.12~~
 \$603.06

Home Depot Pro Notes:

CALL JAY 904-562-0249 30 MIN BEFORE DELIVERY

The following 2 item(s) have been shipped from our Jacksonville warehouse.

Item#..... Description.....

REN06132-WB CONTROLLED HARD ROLL TOWEL NAT

TYCVLH2424-0 LINER NATL 23X24 6MIC 10GL

The following 1 item(s) have been shipped from our

Columbus warehouse.

Item#..... Description.....

DB Repair & Replacement
 34,600.538.621

MV Repair & Replacement
 34,600.538.64000

To Be Split Between
 DB & M.V 50/50

RECEIVED
 JAN 24 2024
 BY: _____

RCPD25306BL SUPERSTITCH BLEND MOP BLU LG 5

i\$7.95 Handling Charge

Delivery information for this invoice may be

found at: www.HomeDepotPro.com/Institutional

| | Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|---|--|---------------------|---------------------|---------------|----------|
|  | RENOWN DUST MOP FRAME CLAMP ON 36X5 <u>REN02615-IB</u> | 2 | 0 | \$8.35 | \$0.00 |
|  | PINESOL CLEANER LEMON 3/CS <u>325775978</u> | 3 | 3 | \$57.14 | \$171.42 |
|  | 6% EPA REG BLEACH GAL <u>KIK55GB</u> | 18 | 0 | \$4.79 | \$0.00 |
|  | RENOWN GS MULTI-FOLD TOWEL NATURAL 9-1/8 <u>REN06003-WB</u> | 2 | 0 | \$41.59 | \$0.00 |
|  | CONTROLLED HARD ROLL TOWEL NATURAL <u>REN06132-WB</u> | 2 | 2 | \$84.36 | \$168.72 |
|  | RENOWN SINGLE ROLL BATH TISSUE 2PLY <u>REN06125-WB</u> | 5 | 5 | \$79.25 | \$396.25 |
|  | APPEAL GEN PURP FOAM HAND SOAP <u>APP17100-04</u> | 24 | 24 | \$11.39 | \$273.36 |
|  | ZEP OVEN & GRILL CLEANER <u>202858011</u> | 1 | 0 | \$10.44 | \$0.00 |
|  | RENOWN LNR 40X48 12MIC NAT <u>REN14512-CA</u> | 2 | 2 | \$58.49 | \$116.98 |



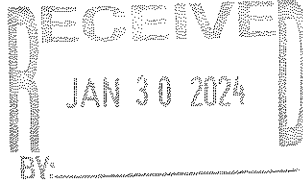
Description | Item Number

Quantity Quantity Unit
Ordered Shipped Price Total

RENOWN LNR 40X46 .74MIL WHT
REN24512-CA

2 2 \$35.72 \$71.44

Subtotal \$1,198.17
Shipping & Handling \$7.95
Tax \$0.00
Web Discount -\$0.00
Invoice Total \$1,206.12



Invoice

Invoice #: 14340

Date: 01/29/24

Customer PO:

DUE DATE: 02/28/2024

BILL TO

Oakleaf - Double Branch CDD
370 Oakleaf Village Parkway
Orange Park, FL 32065

FROM

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

DESCRIPTION

AMOUNT

#14454 - Various Tree work per Jay

Provide Sub to remove or take down specific trees specified by Jay, and Pine trees declined by beetles along Loop rd. and Oakleaf Village Pkwy median that are a liability

Landscape Enhancement

\$3,685.00

| | | | |
|------------------------|------|------------|------------|
| Disposal Fee (Other) | 1.00 | \$100.00 | \$100.00 |
| Fuel charge (Other) | 1.00 | \$385.00 | \$385.00 |
| sub-tree removal (Sub) | 1.00 | \$3,200.00 | \$3,200.00 |

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$3,685.00

Please See Our Updated Remittance Information

Remit to Address:
VerdeGo Landscape
PO Box 200341
Dallas, TX 75320-0341

ACH Account Information:
Bank Name: Wells Fargo Bank N.A.
Routing Number: 121000248
Account Number: 4945950657
Remittance Information:
AR@verdego.com

Code to:

Double Branch Repair and Repl.

34.600.53800.6200



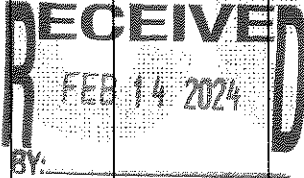
19 Bennett Street • Lynn, MA 01905
 1-800-225-9473 (WIPE)
 781-593-4000 • Fax 781-593-4020
 email: erc@erwipe.com • www.erwipe.com

| | |
|----------------|------|
| Invoice Number | Page |
| 930390 | 1 |
| 2/02/2024 | |

Bill-To #: 29121
 OAKLEAF PLANTATION
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Ship-To #:
 OAKLEAF PLANTATION
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

| | | | | |
|-----------|---------------|-----------------------|--------|---------------|
| Order No. | Customer P/O | Ship Via | Terms | Sales Rep |
| 861222 | DOUBLE BRANCH | R & L CARRIERS EXCEPT | NET 30 | SHOPPING CART |

| Item | Description | U/M | Order | Ship | B/O | Net Price | Extended |
|-----------|--|-----|-------|------|-----|-----------|----------|
| EW3000MAX | MAX ROLL | CSE | 10 | 10 | | 57.5000 | 575.00 |
| | Tracking/Pro #:848991258 | | | | | | |
| | ***** * **PLEASE PAY WITHIN TERMS** * * WE ACCEPT ALL MAJOR CREDIT CARDS * * VISA - MASTERCARD - DISCOVER * * AMERICAN EXPRESS * * PLEASE CALL 781-593-4000 TO PAY * ***** | | | | | | |
| | Code to: Double Branch Repair and Repl. 34.600.53800.62 10 | | | | | | |
| |  | | | | | | |
| | RAGS • TOWELS • PAPER WIPERS | | | | | | |
| | <i>Thank You For Your Business</i> | | | | | | |

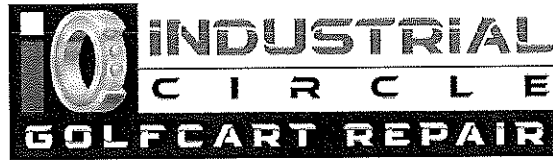
FINANCES CHARGES OF 1.5% PER MONTH (18% PER ANNUM)
 WILL BE CHARGED ON INVOICES OVER 30 DAYS

ALL FEES AND EXPENSES INVOLVED IN THE COLLECTION OF PAST DUE ACCOUNTS OR
 BAD CHECKS WILL BE PAID BY THE CUSTOMER



| | | |
|--|------------|--------|
| AT | Sub Total: | 575.00 |
| | Sales Tax: | .00 |
| DUE DATE: 3/03/2024 | Shipping: | 130.00 |
| Please Remit To: 19 Bennett St Lynn MA 01905 | Deposits: | .00 |
| | Balance: | 705.00 |

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



RECEIVED
 FEB 14 2024
 BY: _____

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 3265

DATE 02/07/2024 TERMS Net 30

DUE DATE 03/03/2024

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|--|--|------|--------|--------|
| | Labor | fix motor rod, replace top bar , weld seats and replace and install new drive belt | 4 | 95.00 | 380.00 |
| | EZGO Connecting Rod | Connecting Rod, E-Z-Go 4-cycle 400c kawasaki | 1 | 219.27 | 219.27 |
| | BG Gasket kit W/seals | BG Gasket kit W/seals | 1 | 85.12 | 85.12 |
| | Motor Oil | 10W30 Motor Oil | 1.50 | 8.12 | 12.18 |
| | Wix oil filter HP Spin | Wix oil filter HP Spin | 1 | 12.25 | 12.25 |
| | Drive Belt, Team, E-Z-Go TXT, RXV Gas 10+ Kawasaki | Drive Belt, Team, E-Z-Go TXT, RXV Gas 10+ Kawasaki | 1 | 94.12 | 94.12 |
| | Used Part | Used part no warranty Top Bar OEM | 1 | 68.12 | 68.12 |
| | welding shop fee | Welding | 1 | 52.12 | 52.12 |

please check the oil everyday i will try and stop in and check it more

SUBTOTAL 923.18
 TAX 0.00
 TOTAL 923.18

Code to: Split

Double Branch Repair and Replacements

34.600.538.621

Middle Village Repair and Replacements

34-600-538-64000

TOTAL DUE ~~923.18~~

\$461.59



- My Account Number 645245
- Currently Shopping As 645245 - DOUBLE BRANCH
- Current Ship-To Address DOUBLE BRANCH 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

-
-
-

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

Invoice Detail

Customer ID: 645245
 Invoice Number: 787681477
 Invoice Date: 2/2/2024
 Order Number: 54512208
 Purchase Order: Lisa

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

Shipped To:

DOUBLE BRANCH
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Home Depot Pro Notes:

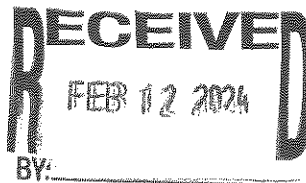
Items NOT shown here are being shipped from our Jacksonville, and Pompano warehouses.
 \$7.95 Handling Charge
 Delivery information for this invoice may be found at: www.HomeDepotPro.com/Institutional

To be split between both DB & MV districts 50/50

DB Repair & Replacement 34,600.538.621

MV Repair & Replacement 34,600.538.64000

Invoice Total ~~\$163.35~~
 \$81.68



Description | Item Number

Quantity Quantity Unit
Ordered Shipped Price Total



APPEAL HAND SOAP DISP BLK 1000ML
APP17104

15

15

\$10.36

\$155.40

Subtotal \$155.40
Shipping & Handling \$7.95
Tax \$0.00
Web Discount -\$0.00
Invoice Total \$163.35

HDSUPPLY

Formerly Home Depot Pro Institutional

- My Account Number 645245
- Currently Shopping As 645245 - DOUBLE BRANCH
- Current Ship-To Address DOUBLE BRANCH 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- -
 -
 -
- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

To be split between both DB & mv districts 50/50

DB Repair & Replacement
34.600.538.621

MV Repair & Replacement
34.600.538.64000

Invoice Detail

Customer ID: 645245
Invoice Number: 787681485
Invoice Date: 2/2/2024
Order Number: 54512211
Purchase Order: Lisa

[Back to Order History](#) [Save as PDF](#) [Print this page](#)

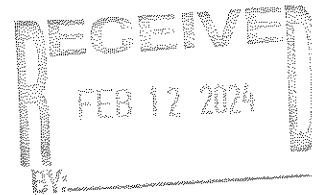
Shipped To:


DOUBLE BRANCH
370 OAKLEAF VILLAGE PARKWAY
ORANGE PARK, FL 32065

Invoice Total ~~\$194.48~~
\$97.24

Home Depot Pro Notes:

Items NOT shown here are being shipped from our Jacksonville, warehouses.
Delivery information for this invoice may be found at: www.HomeDepotPro.com/Institutional



| Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|--|------------------|------------------|------------|----------|
|  AIRLIFT COMMODE CLIP XCEL BX SPA8004 | 4 | 4 | \$48.62 | \$194.48 |
| Subtotal | | | | \$194.48 |

INVOICE

TITO'S PAINTING COMPANY LLC Titopaintingco@gmail.com
10309 Scott Mill Rd 904-343-9992
Jacksonville, FL 32257-6226 <https://www.facebook.com/Titopaintingco>



Oakleaf Management

Bill to

Oakleaf Management
382 Oakleaf Village Pkwy
Orange Park
FL
32065

Invoice details

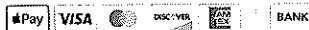
Invoice no.: 2363
Invoice date: 12/03/2023

| # | Date | Product or service | SKU | Qty | Rate | Amount |
|----|------|---|-----|-----|------------|------------|
| 1. | | Interior Work Painting of - Repainting of 2 bathrooms - walls only | | 0 | \$1,150.00 | \$1,150.00 |
| 2. | | Services also included Removal & reinstalling of light switch & outlet covers. | | 0 | \$0.00 | \$0.00 |
| 3. | | Materiales Quote includes labor, materials & Paint - Paint Brand: Sherwin Williams | | 0 | \$0.00 | \$0.00 |
| 4. | | Acceptable payment options Payment accepted: CashApp, Venmo, Cash & Credit cards (Fee associated). NO CHECKS! | | 0 | \$0.00 | \$0.00 |
| 5. | | Initial payment 50% of balance due by day 1 of job. Then, final balance at completion of job. NO CHECKS | | 0 | \$0.00 | \$0.00 |

Total

\$1,150.00

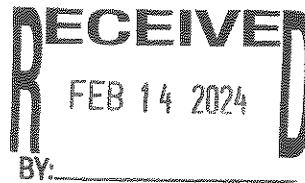
Ways to pay



Note to customer

Thank you for your business.

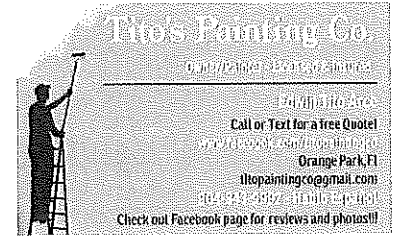
Code to:



Double Branch Repair and Replacement

034.600.538.621

INVOICE



TITO'S PAINTING COMPANY LLC Titopaintingco@gmail.com
10309 Scott Mill Rd 904-343-9992
Jacksonville, FL 32257-6226 <https://www.facebook.com/Titopaintingco>

Oakleaf Management

Bill to

Oakleaf Management
382 Oakleaf Village Pkwy
Orange Park, FL 32065

Invoice details

Invoice no.: 24-002393
Invoice date: 02/05/2024

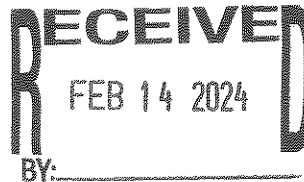
| # | Date | Product or service | SKU | Qty | Rate | Amount |
|----|------|---|-----|-----|------------|------------|
| 1. | | Service - Addtl Lift Rental - Work done at Oakleaf Field house Building | | 0 | \$1,125.00 | \$1,125.00 |
| 2. | | Acceptable payment options Payment accepted: CashApp, Cashier Checks, Cash & Credit cards (Fee associated). NO PERSONAL CHECKS! | | 0 | \$0.00 | \$0.00 |

Total \$1,125.00

Ways to pay



Note to customer
Thank you for your business.



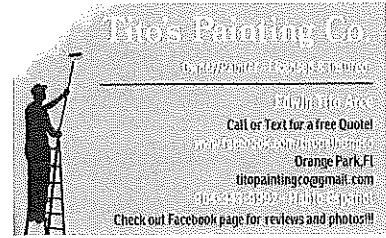
Code to:

Double Branch Repair and Replacement

034.600.538.621

INVOICE

TITO'S PAINTING COMPANY LLC Titopaintingco@gmail.com
10309 Scott Mill Rd 904-343-9992
Jacksonville, FL 32257-6226 <https://www.facebook.com/Titopaintingco>



Oakleaf Management

Bill to

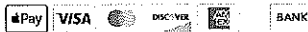
Oakleaf Management
382 Oakleaf Village Pkwy
Orange Park, FL 32065

Invoice details

Invoice no.: 24-002394
Invoice date: 02/05/2024

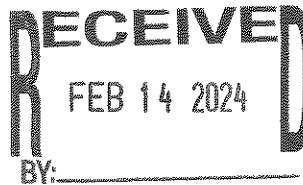
| # | Date | Product or service | SKU | Qty | Rate | Amount |
|--------------|------|---|-----|-----|------------|-------------------|
| 1. | | Service - Addt'l Replacement of all Rotted wood and rusted metal to Field house | | 0 | \$3,275.00 | \$3,275.00 |
| 2. | | Materiales Quote includes labor & materials | | 0 | \$0.00 | \$0.00 |
| Total | | | | | | \$3,275.00 |

Ways to pay



Note to customer

Thank you for your business.



Code to:

Double Branch Repair and Replacement

034.600.538.621



- My Account Number 645245
- Currently Shopping As 645245 - DOUBLE BRANCH
- Current Ship-To Address DOUBLE BRANCH 370 OAKLEAF VILLAGE PARKWAY ORANGE PARK, FL 32065

- [Home](#)
- [Account](#)
- [Invoice History](#)
- [Invoice Detail](#)

To be split between
both DB & MV districts
50/50

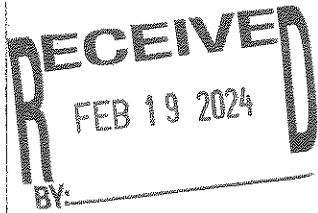
DB 34.600.538.621

MV 34.600.538.64000

Invoice Detail

Customer ID: 645245
 Invoice Number: 790072920
 Invoice Date: 2/16/2024
 Order Number: 54512210
 Purchase Order: Lisa

[Back to Order History](#) [Save as PDF](#) [Print this page](#)



Shipped To:

DOUBLE BRANCH
 370 OAKLEAF VILLAGE PARKWAY
 ORANGE PARK, FL 32065

Invoice Total ~~\$1,476.14~~
 \$738.07

Home Depot Pro Notes:

The following 1 item(s) have been shipped from our Jacksonville warehouse.

Item#..... Description.....
 APP17104 APPEAL HAND SOAP DISP BLK 1000

The following 1 item(s) have been shipped from our Pompano warehouse.

Item#..... Description.....
 SPA8004 AIRLIFT COMMODE CLIP XCEL BX

i\$7.95 Handling Charge

Delivery information for this invoice may be
 found at: www.HomeDepotPro.com/Institutional

| Description Item Number | Quantity Ordered | Quantity Shipped | Unit Price | Total |
|--|---------------------|---------------------|---------------|----------|
|  60IN INVADER SIDE GATE MOP HNDL LG <u>RCPH1360000</u> | 2 | 2 | \$31.00 | \$62.00 |
|  RENOWN WAVE3D JURNAL SCR N MAN <u>REN03121</u> | 6 | 6 | \$31.09 | \$186.54 |
|  SLOAN ADJ-TLPC O-RING #42 <u>799456</u> | 1 | 0 | \$1.96 | \$0.00 |
|  RENOWN LNR 40X48 12MIC NAT <u>REN14512-CA</u> | 6 | 6 | \$58.49 | \$350.94 |
|  RENOWN LNR 40X46 .74MIL WHT <u>REN24512-CA</u> | 6 | 6 | \$48.21 | \$289.26 |
|  PINESOL CLEANER LEMON 3/CS <u>325775978</u> | 2 | 2 | \$56.54 | \$113.08 |
|  6% EPA REG BLEACH GAL <u>KIK55GB</u> | 12 | 12 | \$4.79 | \$57.48 |
|  APPEAL GEN PURP FOAM HAND SOAP <u>APP17100-04</u> | 8 | 8 | \$10.00 | \$80.00 |
|  RENOWN GS MULTI-FOLD TOWEL NATURAL 9-1/8 <u>REN06003-WB</u> | 3 | 3 | \$41.59 | \$124.77 |
|  RENOWN SINGLE ROLL BATH TISSUE 2PLY <u>REN06125-WB</u> | 3 | 3 | \$68.04 | \$204.12 |

Subtotal \$1,468.19
 Shipping & Handling \$7.95
 Tax \$0.00

Web Discount
Invoice Total

-\$0.00
\$1,476.14

FOURTH ORDER OF BUSINESS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into this 20th day of February 2024, by and between:

Double Branch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

Matthews Design Group, LLC d/b/a Matthews | DCCM, a Florida limited liability company, with a mailing address of 7 Waldo Street, St. Augustine, Florida 32084 (“**Engineer**”).

RECITALS

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, on February 12, 2024, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization(s); and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

A. The Engineer will provide general engineering services for the District, including:

1. Preparation of any necessary reports and attendance at meetings of the Board.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:

1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
2. Processing of contractors' pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
4. Final inspection and requested certificates for construction, including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set forth in **Exhibit A** attached hereto and incorporated herein by this reference ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. **Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to

exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not, upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided

the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less

than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law, except with respect to the Professional Liability Insurance which shall be on a claims-made basis.
- C.** The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professionally Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of

an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.
- B. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other applicable law. The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's negligence, recklessness, or intentionally wrongful conduct of the District and persons employed or utilized by the District in the performance of this Agreement.
- C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement.

- D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.
- E. **UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
- F. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 18. EMPLOYMENT VERIFICATION; E-VERIFY. The Engineer agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Clay County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Engineer: Matthews/DCCM
7 Waldo Street
St. Augustine, Florida 32084
Attn: Alex Acree, P.E.

B. If to District: Double Branch Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Marilee Giles (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, (904) 940-5850, AND E-MAIL MGILES@GMSNF.COM.

ARTICLE 23. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 30. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 31. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially

prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 35. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 36. COMPLIANCE WITH SECTION 287.135, FLORIDA STATUTES. Engineer certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Marilee Giles
A3888888EDEC44F4
Assistant Secretary/Secretary

DocuSigned by:
Cindy Nelson
1834ED063306448
Chairperson / Vice Chairperson,
Board of Supervisors

**MATTHEWS DESIGN GROUP, LLC,
DBA MATTHEWS | DCCM**
a Florida limited liability company

Rae
Witness

Alex Acree
By: Alex Acree, P.E.
Its: VP of Production

EXHIBIT A: Form of Work Authorization

EXBHITI B: Schedule of Rates

Exhibit A
Form of Work Authorization

_____, 202__

Double Branch Community Development District
Clay County, Florida

Subject: **Work Authorization Number [__]**
 Double Branch Community Development District

Dear Chairman, Board of Supervisors:

Matthews/DCCM (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Double Branch Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated _____, 202__ (“**Engineering Agreement**”) as follows:

I. Scope of Work

[INSERT SCOPE OF WORK]

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Engineer. We look forward to working with you.

Sincerely,

Matthews/DCCM

Name: _____
Authorized Representative

| |
|--|
| APPROVED AND ACCEPTED |
| By: _____ Chair/Vice-Chair, Double Branch Community Development District |

Exhibit B
Schedule of Rates



| Personnel Classification | Rate Range |
|---|---------------------|
| PRINCIPAL/SENIOR LEADS | |
| Principal | \$365.00 |
| VP | \$275.00 - \$300.00 |
| Division Lead | \$260.00 - \$285.00 |
| Program Manager | \$240.00 - \$265.00 |
| SENIOR PROFESSIONAL | |
| Senior Professional Engineer | \$200.00 - \$270.00 |
| Senior Planner | \$210.00 - \$230.00 |
| Senior Landscape Architect | \$220.00 - \$260.00 |
| Senior Construction Inspector | \$195.00 - \$210.00 |
| PROFESSIONAL | |
| Professional Engineer | \$230.00 - \$240.00 |
| Project Engineer | \$160.00 - \$190.00 |
| Planner | \$160.00 - \$190.00 |
| Landscape Architect | \$170.00 - \$190.00 |
| Construction Inspector | \$170.00 - \$180.00 |
| DESIGNER | |
| Senior CAD Designer and Senior Engineering Tech | \$180.00 - \$200.00 |
| Senior Landscape Designer | \$180.00 - \$200.00 |
| CAD Designer and Engineering Tech | \$130.00 - \$170.00 |

February 20, 2024

Double Branch Community Development District
Clay County, Florida

Subject: **Work Authorization Number 1**
Double Branch Community Development District

Dear Chairman, Board of Supervisors:

Matthews | DCCM (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Double Branch Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated February 20, 2024 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the services of Engineer to provide general engineering services and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

II. Fees

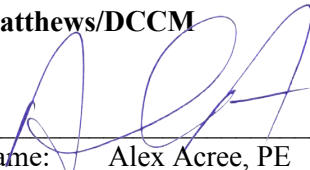
The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Engineer. We look forward to working with you.

Sincerely,

Matthews/DCCM



Name: Alex Acree, PE
Authorized Representative

APPROVED AND ACCEPTED
DocuSigned by:

By: _____
1834ED063206448...
Chair/Vice-Chair, Double Branch
Community Development District

FIFTH ORDER OF BUSINESS

**DOUBLE BRANCH
COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Double Branch Community Development District
Clay County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Double Branch Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 4, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 4, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Double Branch Community Development District, Clay County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets plus deferred outflows of resources of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$8,616,366.
- The change in the District's total net position in comparison with the prior fiscal year was \$206,682, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$4,053,892, an increase of \$234,137 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for prepaid items and deposits, assigned to recreation, capital reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The governmental activities of the District include the general government (management), recreation and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general, recreation, debt service and capital projects funds. All of the funds are considered to be major funds.

The District adopts an annual appropriated budget for its general and recreation fund. A budgetary comparison schedule has been provided for the general fund and recreation fund to demonstrate compliance with the budgets.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets plus deferred outflows of resources exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

| | NET POSITION | |
|-------------------------------------|---------------|--------------|
| | SEPTEMBER 30, | |
| | 2023 | 2022 |
| Current and other assets | \$ 4,118,635 | \$ 3,907,288 |
| Capital assets, net of depreciation | 20,957,892 | 22,111,634 |
| Total assets | 25,076,527 | 26,018,922 |
| Deferred outflows of resources | 605,730 | 663,854 |
| Current liabilities | 364,993 | 406,447 |
| Long-term liabilities | 16,700,898 | 17,866,645 |
| Total liabilities | 17,065,891 | 18,273,092 |
| Net position | | |
| Net investment in capital assets | 4,882,199 | 4,927,526 |
| Restricted | 1,403,390 | 1,271,993 |
| Unrestricted | 2,330,777 | 2,210,165 |
| Total net position | \$ 8,616,366 | \$ 8,409,684 |

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

| | CHANGES IN NET POSITION | |
|------------------------------------|---|---------------------|
| | FOR THE FISCAL YEAR ENDED SEPTEMBER 30, | |
| | 2023 | 2022 |
| Revenues: | | |
| Program revenues: | | |
| Charges for services | \$ 4,075,615 | \$ 3,660,233 |
| Operating grants and contributions | 91,356 | 7,302 |
| Capital grants and contributions | 792 | 83 |
| General revenues | 46,330 | 11,165 |
| Total revenues | <u>4,214,093</u> | <u>3,678,783</u> |
| Expenses: | | |
| General government | 611,389 | 574,649 |
| Maintenance and operations | 1,226,839 | 1,528,720 |
| Recreation | 1,350,076 | 799,075 |
| Interest | 819,107 | 861,515 |
| Total expenses | <u>4,007,411</u> | <u>3,763,959</u> |
| Change in net position | <u>206,682</u> | <u>(85,176)</u> |
| Net position - beginning | <u>8,409,684</u> | <u>8,494,860</u> |
| Net position - ending | <u>\$ 8,616,366</u> | <u>\$ 8,409,684</u> |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$4,007,411. As in the prior fiscal year, program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes interest revenue, and miscellaneous income. In total, expenses increased over the prior fiscal year, the majority of the increase is due to an increase in repair and replacement expenses.

GENERAL FUND BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general and recreation fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$44,878,853 invested in capital assets for its governmental activities. In the government-wide financial statements, depreciation of \$23,920,961 has been taken, which resulted in a net book value of \$20,957,892. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$16,850,000 in Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

For the subsequent fiscal year, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Double Branch Community Development District Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

| | Governmental Activities |
|---|----------------------------|
| ASSETS | |
| Cash | \$ 2,005,258 |
| Investments | 231,895 |
| Accounts receivable | 19,389 |
| Due from other | 4,258 |
| Prepaid items and deposits | 134,720 |
| Restricted assets: | |
| Investments | 1,723,115 |
| Capital assets: | |
| Nondepreciable | 7,146,352 |
| Depreciable, net | 13,811,540 |
| Total assets | 25,076,527 |
| DEFERRED OUTFLOWS OF RESOURCES | |
| Deferred charge on refunding (debit) | 605,730 |
| Total deferred outflows of resources | 605,730 |
| LIABILITIES | |
| Accounts payable | 56,501 |
| Accrued expenses | 8,242 |
| Accrued interest payable | 300,250 |
| Non-current liabilities: | |
| Due within one year | 1,230,000 |
| Due in more than one year | 15,470,898 |
| Total liabilities | 17,065,891 |
| NET POSITION | |
| Net investment in capital assets | 4,882,199 |
| Restricted for debt service | 1,403,390 |
| Unrestricted | 2,330,777 |
| Total net position | \$ 8,616,366 |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

| Functions/Programs | Expenses | Program Revenues | | | Net (Expense) Revenue and Changes in Net Position |
|-------------------------------|------------|-------------------------|--|--|--|
| | | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | |
| Governmental activities: | | | | | |
| General government | \$ 611,389 | \$ 178,503 | \$ - | \$ - | \$ (432,886) |
| Maintenance and operations | 1,226,839 | 1,879,894 | - | 792 | 653,847 |
| Recreation | 1,350,076 | 50,447 | - | - | (1,299,629) |
| Interest on long-term debt | 819,107 | 1,966,771 | 91,356 | - | 1,239,020 |
| Total governmental activities | 4,007,411 | 4,075,615 | 91,356 | 792 | 160,352 |
| General revenues: | | | | | |
| | | | | | 46,330 |
| | | | | | 46,330 |
| | | | | | 206,682 |
| | | | | | 8,409,684 |
| | | | | | \$ 8,616,366 |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

| | Major Funds | | | | Total Governmental Funds |
|--------------------------------------|-------------------|---------------------|---------------------|---------------------|--------------------------------|
| | General | Recreation | Debt Service | Capital Projects | |
| ASSETS | | | | | |
| Cash | \$ 73,667 | \$ 1,931,591 | \$ - | \$ - | \$ 2,005,258 |
| Investments | 13,304 | 218,591 | 1,703,640 | 19,475 | 1,955,010 |
| Due from other | 25 | 4,233 | - | - | 4,258 |
| Accounts receivable | - | 19,389 | - | - | 19,389 |
| Prepaid items and deposits | 13,687 | 121,033 | - | - | 134,720 |
| Total assets | <u>\$ 100,683</u> | <u>\$ 2,294,837</u> | <u>\$ 1,703,640</u> | <u>\$ 19,475</u> | <u>\$ 4,118,635</u> |
| LIABILITIES AND FUND BALANCES | | | | | |
| Liabilities: | | | | | |
| Accounts payable | \$ 3,173 | \$ 53,328 | \$ - | \$ - | \$ 56,501 |
| Accrued expenses | - | 8,242 | - | - | 8,242 |
| Total liabilities | <u>3,173</u> | <u>61,570</u> | <u>-</u> | <u>-</u> | <u>64,743</u> |
| Fund balances: | | | | | |
| Nonspendable: | | | | | |
| Prepaid items and deposits | 13,687 | 121,033 | - | - | 134,720 |
| Restricted for: | | | | | |
| Debt service | - | - | 1,703,640 | - | 1,703,640 |
| Capital projects | - | - | - | 19,475 | 19,475 |
| Assigned to: | | | | | |
| Recreation | - | 1,989,155 | - | - | 1,989,155 |
| Capital reserves | - | 123,079 | - | - | 123,079 |
| Unassigned | 83,823 | - | - | - | 83,823 |
| Total fund balances | <u>97,510</u> | <u>2,233,267</u> | <u>1,703,640</u> | <u>19,475</u> | <u>4,053,892</u> |
| Total liabilities and fund balances | <u>\$ 100,683</u> | <u>\$ 2,294,837</u> | <u>\$ 1,703,640</u> | <u>\$ 19,475</u> | <u>\$ 4,118,635</u> |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

| | | |
|---|---------------------|---------------------|
| Fund balance - governmental funds | \$ | 4,053,892 |
| Amounts reported for governmental activities in the statement of net position are different because: | | |
| <p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.</p> | | |
| Cost of capital assets | 44,878,853 | |
| Accumulated depreciation | <u>(23,920,961)</u> | 20,957,892 |
| <p>Deferred charges on refunding of long-term debt are shown as deferred outflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements.</p> | | |
| | | 605,730 |
| <p>Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.</p> | | |
| Accrued interest payable | (300,250) | |
| Bonds payable | <u>(16,700,898)</u> | <u>(17,001,148)</u> |
| Net position of governmental activities | | <u>\$ 8,616,366</u> |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

| | Major Funds | | | | Total Governmental Funds |
|--|------------------|---------------------|---------------------|---------------------|--------------------------------|
| | General | Recreation | Debt Service | Capital Projects | |
| REVENUES | | | | | |
| Assessments | \$ 178,503 | \$ 1,879,894 | \$ 1,966,771 | \$ - | \$ 4,025,168 |
| Interest | 1,853 | 44,477 | 91,356 | 792 | 138,478 |
| Miscellaneous | - | 50,447 | - | - | 50,447 |
| Total revenues | <u>180,356</u> | <u>1,974,818</u> | <u>2,058,127</u> | <u>792</u> | <u>4,214,093</u> |
| EXPENDITURES | | | | | |
| Current: | | | | | |
| General government | 153,702 | 457,687 | - | - | 611,389 |
| Recreation | - | 1,046,115 | - | - | 1,046,115 |
| Maintenance and operations | - | 260,916 | - | - | 260,916 |
| Debt service: | | | | | |
| Principal | - | - | 1,180,000 | - | 1,180,000 |
| Interest | - | - | 765,394 | - | 765,394 |
| Capital outlay | - | 116,142 | - | - | 116,142 |
| Total expenditures | <u>153,702</u> | <u>1,880,860</u> | <u>1,945,394</u> | <u>-</u> | <u>3,979,956</u> |
| Excess (deficiency) of revenues over (under) expenditures | 26,654 | 93,958 | 112,733 | 792 | 234,137 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfers in/out | (5,725) | 5,725 | - | - | - |
| Total other financing sources (uses) | <u>(5,725)</u> | <u>5,725</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net change in fund balances | 20,929 | 99,683 | 112,733 | 792 | 234,137 |
| Fund balances - beginning | <u>76,581</u> | <u>2,133,584</u> | <u>1,590,907</u> | <u>18,683</u> | <u>3,819,755</u> |
| Fund balances - ending | <u>\$ 97,510</u> | <u>\$ 2,233,267</u> | <u>\$ 1,703,640</u> | <u>\$ 19,475</u> | <u>\$ 4,053,892</u> |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

| | | |
|---|----|----------------|
| Net change in fund balances - total governmental funds | \$ | 234,137 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position. | | 116,142 |
| Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities. | | (1,269,884) |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | | 1,180,000 |
| Governmental funds report the effect of premiums, discounts and deferred amounts on refunding when debt is first issued, whereas these amounts are deferred and amortized in the government-wide financial statements. | | |
| Amortization of discount | | (14,253) |
| Amortization of deferred amount on refunding | | (58,124) |
| The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements. | | 18,664 |
| Change in net position of governmental activities | \$ | <u>206,682</u> |

See notes to the financial statements

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Double Branch Community Development District ("District") was created on July 3, 2002 by the Florida Land and Water Adjudicatory Commission by Chapter 42FF-1, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District encompasses approximately 1,204 acres of land located in Clay County, Florida.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected via general election by qualified electors of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Recreation Fund

The recreation fund is a special revenue fund established to account for the financial resources of the District's recreation areas which are funded by assessments.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets (Continued)

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u> | <u>Years</u> |
|-----------------------------------|--------------|
| Improvements other than buildings | 30 |
| Recreational facilities | 30 |
| Equipment | 10 |

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Refundings of Debt

For current refundings and advance refundings resulting in the defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized ratably as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. In connection with the refunding, \$58,124 was recognized as a component of interest expense in the current fiscal year.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general and recreation fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the upcoming October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

| Investment | Amortized cost | Credit Risk | Maturities |
|--|---------------------|-------------|-----------------------------|
| First American Government Obligation Class Z | \$ 1,723,115 | S&P AAAM | Weighted average of 24 days |
| Investment in Local Government Surplus Funds Trust Fund (Florida PRIME) | 231,895 | S&P AAAM | Weighted average of 35 days |
| Total Investments | <u>\$ 1,955,010</u> | | |

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2023 were as follows:

| Fund | Transfer in | Transfer out |
|------------|-----------------|-----------------|
| General | \$ - | \$ 5,725 |
| Recreation | 5,725 | - |
| Total | <u>\$ 5,725</u> | <u>\$ 5,725</u> |

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, the transfers from the general fund to the recreation fund were made to accumulate funds for future capital and maintenance projects.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

| | Beginning Balance | Increases | Decreases | Ending Balance |
|--|----------------------|----------------|-----------|-------------------|
| Governmental activities | | | | |
| Capital assets, not being depreciated | | | | |
| Land | \$ 7,146,352 | \$ - | \$ - | \$ 7,146,352 |
| Total capital assets, not being depreciated | 7,146,352 | - | - | 7,146,352 |
| Capital assets, being depreciated | | | | |
| Improvements other than buildings | 28,977,686 | - | - | 28,977,686 |
| Recreational facilities | 8,572,817 | - | - | 8,572,817 |
| Equipment | 65,856 | 116,142 | - | 181,998 |
| Total capital assets, being depreciated | 37,616,359 | 116,142 | - | 37,732,501 |
| Less accumulated depreciation for: | | | | |
| Improvements other than buildings | 17,674,972 | 965,923 | - | 18,640,895 |
| Recreational facilities | 4,906,952 | 285,761 | - | 5,192,713 |
| Equipment | 69,153 | 18,200 | - | 87,353 |
| Total accumulated depreciation | 22,651,077 | 1,269,884 | - | 23,920,961 |
| Total capital assets, being depreciated, net | 14,965,282 | (1,153,742) | - | 13,811,540 |
| Governmental activities capital assets | \$ 22,111,634 | \$ (1,153,742) | \$ - | \$ 20,957,892 |

Depreciation expense was charged to function/programs as follows:

| | |
|----------------------------|---------------------|
| Maintenance and operations | \$ 965,923 |
| Recreation | 303,961 |
| Total depreciation expense | <u>\$ 1,269,884</u> |

NOTE 7 – LONG TERM LIABILITIES

On March 13, 2013, the District issued \$27,750,000 of Special Assessment Refunding Bonds, Series 2013, consisting of \$24,850,000 Term Bonds due on May 1, 2034 with an interest rate ranging between 1.3% and 4.25%, Series 2013A-1 and \$2,900,000 Term Bonds due in May 2034 with an interest rate of 5.75%, Series 2013A-2. The Bonds were issued as part of a current refunding of the Series 2002A and Series 2005A Special Assessment Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2014 through May 1, 2034.

The Series 2013A-1 and 2013A-2 Bonds are subject to redemption at the option of the District as set forth in the Bond Indenture. The Series 2013A-1 and 2013A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement and has certain other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with the requirements of the Bond Indenture at September 30, 2023.

NOTE 7 – LONG TERM LIABILITIES (Continued)

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

| | Beginning Balance | Increases | Decreases | Ending Balance | Due Within One Year |
|--------------------------------|----------------------|-------------|---------------------|----------------------|------------------------|
| <u>Governmental activities</u> | | | | | |
| Bonds payable: | | | | | |
| Series 2013A-1 | \$ 16,385,000 | \$ - | \$ 1,085,000 | \$ 15,300,000 | \$ 1,125,000 |
| Series 2013A-2 | 1,645,000 | - | 95,000 | 1,550,000 | 105,000 |
| Original issue discount | 163,355 | - | 14,253 | 149,102 | - |
| Total | <u>\$ 17,866,645</u> | <u>\$ -</u> | <u>\$ 1,165,747</u> | <u>\$ 16,700,898</u> | <u>\$ 1,230,000</u> |

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

| Year ending September 30: | Governmental Activities | | |
|------------------------------|-------------------------|---------------------|----------------------|
| | Principal | Interest | Total |
| 2024 | \$ 1,230,000 | \$ 720,601 | \$ 1,950,601 |
| 2025 | 1,280,000 | 672,375 | 1,952,375 |
| 2026 | 1,335,000 | 619,250 | 1,954,250 |
| 2027 | 1,395,000 | 562,313 | 1,957,313 |
| 2028 | 1,450,000 | 502,738 | 1,952,738 |
| 2029-2033 | 8,275,000 | 1,525,769 | 9,800,769 |
| 2034 | 1,885,000 | 82,888 | 1,967,888 |
| Total | <u>\$ 16,850,000</u> | <u>\$ 4,685,934</u> | <u>\$ 21,535,934</u> |

NOTE 8 – INTERLOCAL AGREEMENTS

The District has entered into an agreement with Middle Village Community Development District (“Middle Village”) for joint usage of the amenity center and recreational facilities located within and owned by each respective District.

The District has entered into an interlocal agreement with Middle Village to share the costs for on-site management services. In accordance with the agreement, the Districts share the costs of a full time rental coordinator, a full time community manager and a part time administrator.

In a prior fiscal year, the District entered into an interlocal agreement with the County for maintenance and use of the Developer’s proposed library site. The County is planning to commence construction of the library at some time in the future, although a specific date has not been set. The agreement provides that the District must maintain the property and may use the site for parties and special events until construction of the library commences.

In a prior fiscal year, the District entered into an impact fee credit agreement with Clay County and Middle Village which provides the District a road impact fee credit equal to approximately \$5.1 million. As of September 30, 2023, none of the credits have been recognized.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

| | Budgeted Amounts Original & Final | Actual Amounts | Variance with Final Budget - Positive (Negative) |
|--|---|----------------|---|
| REVENUES | | | |
| Assessments | \$ 177,890 | \$ 178,503 | \$ 613 |
| Interest | 200 | 1,853 | 1,653 |
| Total revenues | 178,090 | 180,356 | 2,266 |
| EXPENDITURES | | | |
| Current: | | | |
| General government | 178,090 | 153,702 | 24,388 |
| Total expenditures | 178,090 | 153,702 | 24,388 |
| Excess (deficiency) of revenues over (under) expenditures | - | 26,654 | 26,654 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfer in (out) | - | (5,725) | (5,725) |
| Total other financing sources (uses) | - | (5,725) | (5,725) |
| Net change in fund balances | \$ - | 20,929 | \$ 20,929 |
| Fund balance - beginning | | 76,581 | |
| Fund balance - ending | | \$ 97,510 | |

See notes to required supplementary information

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – RECREATION FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

| | Budgeted Amounts | | Variance with |
|--|------------------|----------------|--|
| | Original & Final | Actual Amounts | Final Budget - Positive (Negative) |
| REVENUES | | | |
| Assessments | \$ 1,873,440 | \$ 1,879,894 | \$ 6,454 |
| Amenities and other revenue | 55,000 | 50,447 | (4,553) |
| Interest | 1,000 | 44,477 | 43,477 |
| Total revenues | 1,929,440 | 1,974,818 | 45,378 |
| EXPENDITURES | | | |
| Current: | | | |
| General government | 301,214 | 457,687 | (156,473) |
| Recreation | 477,762 | 1,046,115 | (568,353) |
| Maintenance and operations | 1,150,464 | 260,916 | 889,548 |
| Capital outlay | - | 116,142 | (116,142) |
| Total expenditures | 1,929,440 | 1,880,860 | 48,580 |
| Excess (deficiency) of revenues over (under) expenditures | - | 93,958 | 93,958 |
| OTHER FINANCING SOURCES (USES) | | | |
| Transfer in (out) | - | 5,725 | 5,725 |
| Total other financing sources (uses) | - | 5,725 | 5,725 |
| Net change in fund balances | \$ - | 99,683 | \$ 99,683 |
| Fund balance - beginning | | 2,133,584 | |
| Fund balance - ending | | \$ 2,233,267 | |

See notes to required supplementary information

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general and recreation fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

| <u>Element</u> | <u>Comments</u> |
|---|---|
| Number of District employees compensated in the last pay period of the District's fiscal year being reported. | 27 |
| Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported. | 14 |
| Employee compensation | \$155,012 |
| Independent contractor compensation | \$1,730,631 |
| Construction projects to begin on or after October 1; (>\$65K) | Not applicable |
| Budget variance report | See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund |
| Non ad valorem special assessments; | |
| Special assessment rate | Operations and maintenance Residential: \$646.71 & \$895.09 Commercial: \$0.61 & \$1.35 Debt Service Residential: \$605.49 & \$877.91 |
| Special assessments collected | \$4,025,168 |
| Outstanding Bonds: | see Note 7 for details |



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Double Branch Community Development District
Clay County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Double Branch Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 4, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 4, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Double Branch Community Development District
Clay County, Florida

We have examined Double Branch Community Development District, Clay County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Double Branch Community Development District, Clay County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 4, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Double Branch Community Development District
Clay County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Double Branch Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 4, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 4, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Double Branch Community Development District, Clay County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Double Branch Community Development District, Clay County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 4, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 25.

SEVENTH ORDER OF BUSINESS

D.

Double Branch Community Development District (CDD)

370 OakLeaf Village Parkway, Orange Park, FL 32065

904-375-9285; manager@oakleafresidents.com

Memorandum

Date: March 2024
To: Board of Supervisors
From: GMS – OakLeaf Operations Manager

Community:

Special Events

- Report – Movie on the lawn
- Upcoming – Spring Break at Pools, Virtual Egg Hunt
- Food truck Fridays continue, “Take Out Tuesdays” have restarted

Aquatics

- Pools open Spring Break, and April weekends with staff , lap pool is swim at own risk for adults only

Amenity Usage

- *Total Facilities Usage – 5511*
- *Average daily usage – 193*

Card counts:

| | |
|-----------------|----|
| DB Owners | 38 |
| DB Renters | 20 |
| DB Replacements | 10 |
| DB Updated | 4 |

Total cards printed: 157 (both districts)

Rentals

- 5 of 29 days rented in February, 2 of 4 weekends rented
- 4 Clubroom rentals, 0 patio rentals
- 15tours (32 approx.hours)/55 hours used for scheduling, administrative, etc
-

Double Branch Community Development District (CDD)

370 OakLeaf Village Parkway, Orange Park, FL 32065

904-375-9285; manager@oakleafresidents.com

Memorandum

Operations: Open Items

- Update of Pressure Washing items

MAINTENANCE

- Painting of Exterior Slide tower
- Painting of Interior of Slide tower
- Painting of exterior of slide
- Sand and prep slide gel coat (interior) for new gel coat
- Touch up painting completed on gazebo columns
- Clean gutters and pressure wash soffits on backside of clubhouse
- Walk with and locate for electrician and to repair track lighting (southeast side)
- Pressure washing of Cannons Point fencing
- Pressure washing of lattice top at Plan
- Finalize work on AC units for clubhouse
- Install ecobee (cloud thermostat) on new HVAC unit for offices/bathrooms
- Coordinate replacements of smoke detectors (HVAC units) for Fire panels
- Touch-up painting on decorative street poles in neighborhood (ongoing)
- Replace damaged gate at Dog Park
- Coordinate install of fiber and new communications equipment at Clubhouse
- Coordinate install of fiber and new communications equipment at Fitness Center
- Coordinate delivery and install of new leg curl machine
- Coordinate repairs for damaged cables on leg press, and leg extension at Fitness Center
- Audit of access cards – ongoing (to include audit of adult family members in household)
- Cut backing for new and replacement signs – ongoing
- Employee information collection for Florida Department of Labor
- Lake inspections, all lakes inspected monthly – reports kept on file in Ops. Manager office.
- Continual Park inspections and cleaning – reports kept on file.
- Light Inspections completed – Worthington Oaks, Hearthstone, Highland Mill, Piedmont, Stonebrier, Waverly, Litchfield, and Timberfield completed 2/14 Nature's Hammock, Fall Creek, The Oaks, Cannon's Point, Pebble Creek, Silver Leaf, Oakbrook, and The Cottages completed 2/27.

Landscaping

- Mulch install at Amenity Centers
- Canopy trimming throughout
- Coordinate Sod replacements at Pond banks for March/April (hog damaged areas)
- Monthly report for February. submitted and filed at Operations office

For questions, comments, or clarification, please contact:

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

jsoriano@gmsnf.com

