

TISON'S LANDING
Community Development District

July 12, 2018

Tison's Landing

Community Development District

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

Phone: 904-940-5850 - Fax: 904-940-5899

July 5, 2018

Board of Supervisors
Tison's Landing
Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Tison's Landing Community Development District will be held Thursday, July 12, 2018 at 12:00 p.m. at the offices of England Thims & Miller, 14775 Old St. Augustine Road, Jacksonville, Florida. Following is the advance agenda for this meeting:

- I. Roll Call
- II. Public Comment
- III. Affidavit of Publication
- IV. Public Hearing to Adopt the Budget for Fiscal Year 2019
 - A. Consideration of Resolution 2018-03, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2019
 - B. Consideration of Resolution 2018-04, Imposing Special Assessments and Certifying an Assessment Roll
- V. Approval of Minutes of the April 5, 2018 Meeting
- VI. Acceptance of Minutes of the April 5, 2018 Audit Committee Meeting
- VII. Acceptance of the Fiscal Year 2017 Audit
- VIII. Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2018 Audit
- IX. Consideration of Agreements for Fiscal Year 2019
 - A. Crystal Clean
 - B. Clear Waters, Inc.
 - C. Lawnboy / IDLD USA, Inc.
 - D. Riverside Management Services Inc.
- X. Ratification of Agreement with Swimfamous, LLC
- XI. Discussion of Amenity Center Policies
- XII. Consideration of Fitness Classes
- XIII. Consideration of Appeal to Amenity Suspension
- XIV. Other Business
- XV. Staff Reports
 - A. Attorney
 - B. Engineer – Acceptance of the Annual Engineer's Report for 2018
 - C. Manager

1. Report on the Number of Registered Voters (1,212)
2. Discussion of the Meeting Schedule for Fiscal Year 2019
- D. Operations Manager – Report
- XVI. Supervisor Requests / Audience Comments
- XVII. Financial Statements
 - A. Balance Sheet and Statement of Revenues & Expenditures
 - B. Assessment Receipt Schedule
 - C. Check Run Summary
- XVIII. Next Scheduled Meeting – TBD
- XIX. Adjournment

Enclosed under the third order of business is the affidavit of publication for the public hearing.

The fourth order of business is the public hearing to adopt the budget for Fiscal Year 2019. Enclosed for your review and approval are copies of resolution 2018-03, 2018-04 and the budget.

Enclosed under the fifth order of business is a copy of the minutes of the April 5, 2018 meeting.

Enclosed under the sixth order of business is a copy of the minutes of the April 5, 2018 audit committee meeting.

The seventh order of business is acceptance of the Fiscal Year 2017 audit. A copy of the audit is enclosed for your review.

The eighth order of business is ratification of engagement letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2018 audit. A copy of the engagement letter is enclosed for your review.

The ninth order of business is consideration of agreements for Fiscal Year 2019. Copies of the agreements for Crystal Clean, Clear Waters, Inc., Lawnboy and RMS are enclosed for your review and approval.

The tenth order of business is ratification of agreement with Swimfamous, LLC. A copy of the agreement is enclosed for your review and approval.

The eleventh order of business is discussion of amenity center policies. A copy of the policies is enclosed for your review.

The thirteenth order of business is consideration of appeal to amenity suspension. A copy of the letter of appeal is enclosed.

Enclosed under the seventeenth order of business are copies of the balance sheet and income statement, assessment receipt schedule, and check run summary.

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

Sincerely,

David deNagy
District Manager

AGENDA

Tison's Landing

Community Development District

Agenda

Thursday
July 12, 2018
12:00 p.m.

England Thims & Miller
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Call In # 1-800-264-8432 Code 964485
www.tisonslandingcdd.com

- I. Roll Call
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- IV. Public Hearing to Adopt the Budget for Fiscal Year 2019
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THIRD ORDER OF BUSINESS

(Published daily except Saturday, Sunday and legal holidays)
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }
S.S.
COUNTY OF DUVAL, }

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing

**See
Attached
(Page 1 of 2)**

in the matter of Tison's Landing Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of June 14, 21, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Rhonda Fisher

Sworn to and subscribed before me this 21st day of June, 2018 A.D. by Rhonda Fisher who is personally known to me.

**TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2018/2019 BUDGET; AND NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF MAINTENANCE AND OPERATION SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING**

The Board of Supervisors for the Tison's Landing Community Development District will hold two public hearings and a regular meeting on Thursday, July 12, 2018 commencing at 12:00 p.m. (Noon) at the offices of England-Thimo and Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, FL 32258.

The purpose of the first public hearing is to receive public comment and objections on the Fiscal Year 2018/2019 proposed budget. The first public hearing is being conducted pursuant to Chapter 190, Florida Statutes. The purpose of the second public hearing is to consider the imposition of special assessments to fund the District's proposed budget for Fiscal Year 2018/2019 upon the lands located within the District, a depiction of which lands is shown below; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of the assessments. The second public hearing is being conducted pursuant to Florida law, including Chapters 190 and 197, Florida Statutes. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy assessments as finally approved by the Board. A regular board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850, during normal business hours.

The special assessments are annually recurring assessments and are in addition to previously levied debt assessments. The table below presents the proposed schedule of operation and maintenance assessments; the change is primarily attributable to additional funding for capital reserves. Amounts are preliminary and subject to change at the hearing and in any future year. The amounts are subject to early payment discount as afforded by law.

The proposed operations and maintenance assessment for all 680 single-family units is \$838.58 (gross).

The tax collector will collect the assessments for platted lots.

Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of publication of this notice.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

There may be occasions when staff or Board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

David deNagy
District Manager



FOURTH ORDER OF BUSINESS

*Approved Budget
Fiscal Year 2019*

*Tison's Landing Community
Development District*

April 5, 2018



*Tison's Landing
Community Development District*

TABLE OF CONTENTS

General Fund

Budget	Page 1-2
Reserve Allocations	Page 3-6
Narrative	Page 4-7

Capital Reserve Fund

Budget	Page 8
--------	--------

Debt Service Fund

Series 2016	Page 9
Amortization Schedule - 2016-1	Page 10
Amortization Schedule - 2016-2	Page 11

Tison's Landing

Community Development District

General Fund

Description	Adopted Budget FY 2018	Actual Thru 2/28/2018	Projected Next 7 Months	Total Projected 9/30/2018	Approved Budget FY 2019
Revenues					
Maintenance Assessments	\$489,762	\$485,428	\$4,333	\$489,762	\$527,464
Clubhouse Income	\$3,000	\$3,163	\$5,535	\$8,698	\$3,000
Interest Income	\$0	\$1,217	\$1,400	\$2,617	\$0
TOTAL REVENUES	\$492,762	\$489,809	\$11,269	\$501,077	\$530,464
Expenditures					
<u>Administrative</u>					
Supervisor Fees	\$3,200	\$1,600	\$1,800	\$3,400	\$4,000
FICA Taxes	\$245	\$122	\$138	\$260	\$306
Engineering	\$5,000	\$2,663	\$2,337	\$5,000	\$7,500
Arbitrage Calculation	\$600	\$0	\$600	\$600	\$600
Dissemination	\$1,000	\$517	\$483	\$1,000	\$1,000
Assessment Roll	\$2,500	\$2,500	\$0	\$2,500	\$2,500
Attorney	\$15,000	\$2,900	\$5,800	\$8,700	\$15,000
Annual Audit	\$3,900	\$0	\$3,900	\$3,900	\$4,100
Trustee Fees	\$3,725	\$3,717	\$8	\$3,725	\$3,725
Management Fees	\$47,250	\$19,688	\$27,563	\$47,250	\$47,250
Computer Time	\$1,000	\$417	\$583	\$1,000	\$1,000
Telephone	\$100	\$8	\$13	\$21	\$100
Postage	\$1,000	\$109	\$153	\$262	\$1,000
Printing & Binding	\$1,575	\$245	\$343	\$588	\$1,575
Insurance	\$8,692	\$8,252	\$0	\$8,252	\$8,692
Legal Advertising	\$1,500	\$76	\$530	\$606	\$1,500
Other Current Charges	\$500	\$220	\$280	\$500	\$500
Office Supplies	\$150	\$38	\$75	\$113	\$150
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
TOTAL ADMINISTRATIVE	\$97,112	\$43,246	\$44,605	\$87,851	\$100,673
<u>Field</u>					
Insurance	\$13,064	\$11,612	\$0	\$11,612	\$13,064
Field Management & Administration	\$28,300	\$11,792	\$16,508	\$28,300	\$28,300
Recreation Center Attendant	\$47,478	\$20,199	\$27,280	\$47,478	\$48,902
Recreation Center Seasonal Assistant	\$7,680	\$0	\$7,680	\$7,680	\$11,000
Pool Maintenance	\$11,400	\$4,750	\$6,650	\$11,400	\$11,400
Pool Chemicals	\$6,000	\$1,077	\$4,923	\$6,000	\$6,000
Permit Fees	\$1,475	\$345	\$1,130	\$1,475	\$1,475
Landscape Maintenance	\$60,316	\$23,700	\$23,700	\$47,400	\$59,540
Landscape Contingency	\$2,000	\$220	\$1,780	\$2,000	\$6,855
Pest Control	\$500	\$1,913	\$2,010	\$3,922	\$340
Irrigation Maintenance	\$7,000	\$477	\$1,431	\$1,908	\$5,625
Lake Maintenance	\$8,580	\$2,860	\$5,720	\$8,580	\$9,000
General Facility Maintenance	\$25,000	\$8,332	\$16,668	\$25,000	\$25,000
Utilities-Electric	\$19,000	\$6,979	\$11,665	\$18,643	\$21,000
Utilities-Water	\$31,000	\$8,516	\$11,922	\$20,439	\$22,500
Utilities-Cable	\$3,100	\$1,282	\$1,795	\$3,077	\$3,300
Utilities-Telephone	\$1,752	\$651	\$1,302	\$1,953	\$2,100

Tison's Landing

Community Development District

General Fund

Description	Adopted Budget FY 2018	Actual Thru 2/28/2018	Projected Next 7 Months	Total Projected 9/30/2018	Approved Budget FY 2019
<i>Field-continued</i>					
Refuse Service	\$2,944	\$823	\$1,152	\$1,975	\$2,300
Repairs and Maintenance	\$25,800	\$17,735	\$24,829	\$42,564	\$36,000
Janitorial Maintenance	\$7,140	\$2,975	\$4,165	\$7,140	\$7,140
Janitorial Supplies	\$3,000	\$504	\$1,513	\$2,018	\$3,000
Special Events	\$7,500	\$3,325	\$4,175	\$7,500	\$12,000
Amenity Supplies	\$3,350	\$839	\$1,678	\$2,518	\$3,350
Capital Outlay	\$32,271	\$0	\$32,271	\$32,271	\$25,000
Capital Reserve	\$40,000	\$6,740	\$33,260	\$40,000	\$65,600
TOTAL FIELD	\$395,650	\$137,644	\$245,208	\$382,853	\$429,791
TOTAL EXPENDITURES	\$492,762	\$180,890	\$289,813	\$470,703	\$530,464
FUND BALANCE	\$0	\$308,919	(\$278,544)	\$30,374	\$0

Product	Units	FY 2018 O&M per Unit (gross)		FY 2019 O&M per Unit (gross)	
SF	177	\$778.64	\$137,819.28	\$838.58	\$148,427.87
SF	111	\$778.64	\$86,429.04	\$838.58	\$93,081.88
SF	69	\$778.64	\$53,726.16	\$838.58	\$57,861.71
50'-55'	181	\$778.64	\$140,933.84	\$838.58	\$151,782.17
60'-65'	142	\$778.64	\$110,566.88	\$838.58	\$119,077.72
Total Gross Assessment	680		\$529,475.20		\$570,231.35
		Discounts 4%	\$21,179.01	Discounts 4%	\$22,809.25
		Commissions 3.5%	\$18,531.63	Commissions 3.5%	\$19,958.10
		Net Assessment	\$489,764.56	Net Assessment	\$527,464.00

Tison's Landing
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2019

REVENUES:

Maintenance Assessments

The District will levy a non-advalorem maintenance assessment on the developable property within the District to fund the operating budget. The assessment may either be invoices collected directly or placed on the Duval County tax roll.

EXPENDITURES:

ADMINISTRATIVE:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4800 in one calendar year. The amount for the fiscal year is based upon the five paid supervisors attending the estimated 4 meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering Fees

The District's engineering firm, England, Thims & Miller, Inc., will be providing general engineering services to the District, including attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an Arbitrage Rebate Calculation on the districts 2016A-1 and 2016A-2 Special Assessment Bonds.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Assessment Roll Administration

Represents cost associated with annually levying and collection Non-Ad Valorem Assessments utilized to fund the operating and debt service cost of the District.

Attorney Fees

The District's legal counsel, Billing, Cochran, Lyles, Mauro & Ramsey, will be providing general legal services to the District, including attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District issued Series 2016A-1 and 2016A-2 Special Assessment Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC.

Tison's Landing
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2019

Computer Time

The District processes all of its financial activities, including accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services, LLC. And ensures statutory website compliance.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

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

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in the Florida Times Union.

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Tison's Landing
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2019

FIELD:

Insurance

The District's Property Insurance policy (Amenity Center) is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Field Management & Administration

The District has contracted with Governmental Management Services for on-site field management of contracts for District services such as landscaping, amenity & pool facilities, lake maintenance and security.

Recreation Center Attendant

The District will be providing a Recreational Director who will coordinate special events and miscellaneous programs for the District.

Recreation Center Seasonal Assistant

The District will be providing a seasonal (swim season) Assistant to work with the Recreation Center Attendant.

Pool Maintenance

The District currently has a contract with Crystal Clean Pools to maintain the pool at the Amenity Center. The budgeted amount is based upon the following:

<u>Description</u>	<u>Monthly</u>		<u>Annually</u>
Crystal Clean Pool Service	\$950	or	\$11,400

Pool Chemicals

The District has contract with Crystal Clean Pool Service for the placement of chemicals in the Amenity Center Swimming Pool. The amount budgeted is based on usage and should not exceed \$6,000.

Permit Fees

Represents Permit Fees paid to the Department of Health for the swimming pools.

Landscape Maintenance

The District currently has a landscape maintenance contract with Lawnboy Lawn Services, Inc. The budgeted amount is based upon the following:

<u>Description</u>	<u>Monthly</u>	<u>Annually</u>
Lawnboy Lawn Services, Inc.	\$3950	\$47,400
Nader's Pest Raiders	\$1,011.45	\$12,137
Total		\$59,537

Landscape Contingency

Any unanticipated landscape improvement expenses to the District.

Pest Control

Any unanticipated pest control expense to the District.

<u>Description</u>	<u>Annually</u>
Nader's Pest Raiders	\$340

Tison's Landing
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2019

Irrigation Maintenance

Cost of routine repairs and maintenance of the District's irrigation system.

Lake Maintenance

The District currently has a contract to maintain the lakes within the District. The budgeted amount is based upon the following:

<u>Description</u>	<u>Monthly</u>	<u>Annually</u>
Clear Waters Inc.	\$750	\$9,000

General Facility Maintenance

Cost of routine repairs and maintenance of the District's Amenity Center, Recreational Facilities, Parks, and other common areas.

Utilities

The District has several utility accounts for telephone, water, electric and wastewater. The budgeted amount is based upon the following accounts:

<u>Description</u>	<u>Monthly</u>	<u>Annually</u>
JEA (Electric)	\$1,1750	\$21,000
JEA (Water)	\$1,875	\$22,500
Comcast	\$275	\$3,300
AT&T	\$175	\$2,100
Total		\$48,900

Refuse

This item includes the cost of garbage disposal for the District.

Repairs and Maintenance

Unscheduled repairs and maintenance to the District's Facilities throughout the community.

Janitorial Maintenance

Weekly cleaning of the clubhouse, restrooms, and pool area.

Janitorial Supplies

Cost of janitorial supplies.

Special Events

Monthly events and organized functions provided for all residents.

Amenity Supplies

Miscellaneous supplies needed for the Clubhouse.

Capital Outlay

Represents any minor capital expenditures the District may need to make during the Fiscal Year.

Capital Reserve

Funds set aside for future replacements of capital related items.

Tison's Landing

Community Development District

Capital Reserve Fund

Description	Adopted Budget FY 2018	Actual Thru 2/28/2018	Projected Next 7 Months	Total Projected 9/30/2018	Approved Budget FY 2019
Revenues					
Interest Income	\$0	\$188	\$263	\$450	\$0
Capital Reserve-Transfer In	\$72,271	\$0	\$72,271	\$72,271	\$90,600
Carry Forward Surplus	\$84,275	\$76,421	\$0	\$76,421	\$149,142
TOTAL REVENUES	\$156,546	\$76,609	\$72,534	\$149,142	\$239,742
Expenditures					
Repairs and Replacements-Kiddie Pool Resurfacing	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
EXCESS REVENUES	\$156,546	\$76,609	\$72,534	\$149,142	\$239,742

Tison's Landing

Community Development District

Debt Service Fund

Description	Adopted Budget FY 2018	Actual Thru 2/28/2018	Projected Next 7 Months	Total Projected 9/30/2018	Approved Budget FY 2019
Revenues					
Special Assessments - On Roll	\$384,344	\$380,273	\$4,349	\$384,622	384,344
Interest Income	\$500	\$1,077	\$750	\$1,827	750
Carry Forward Surplus ⁽¹⁾	\$107,875	\$107,894	\$0	\$107,894	97,735
TOTAL REVENUES	\$492,719	\$489,244	\$5,099	\$494,344	482,829
Expenditures					
<u>Series 2016-1</u>					
Interest - 11/01	\$65,043	\$65,043	\$0	\$65,043	63,163
Special Call - 11/01	\$0	\$10,000	\$0	\$10,000	0
Interest - 05/01	\$65,043	\$0	\$64,863	\$64,863	63,163
Principal - 05/01	\$170,000	\$0	\$170,000	\$170,000	170,000
<u>Series 2016-2</u>					
Interest - 11/01	\$25,498	\$25,498	\$0	\$25,498	24,675
Interest - 05/01	\$25,498	\$0	\$25,498	\$25,498	24,675
Principal - 05/01	\$35,000	\$0	\$35,000	\$35,000	35,000
TOTAL EXPENDITURES	\$386,081	\$100,541	\$295,361	\$395,901	380,676
Other Sources and Uses					
Interfund Transfer	\$0	(\$707)	\$0	(\$707)	0
TOTAL OTHER SOURCES AND USES	\$0	(\$707)	\$0	(\$707)	0
EXCESS REVENUES	\$106,638	\$387,996	(\$290,261)	\$97,735	102,153

⁽¹⁾ Carry forward surplus is net of reserve fund.

Interest 11/1/2019 2016-1	61,643
Interest 11/1/2019 2016-2	23,853
	85,496

Lot Size	# of Units	Per Unit	Assessment
SF-Phase 1			
50'SF	47	\$ 779	36,596
55' SF	47	\$ 779	36,596
60' SF	88	\$ 779	68,520
65' SF	109	\$ 779	84,872
SF-Phase 2			
50'SF	139	\$ 779	108,231
55' SF	104	\$ 779	80,979
60' SF	50	\$ 779	38,932
65' SF	96	\$ 779	74,749
Total Assessment	680		529,475
		Less: Disc. & Coll. (7.5%)	-145,131
Total Net Assessment (Maximum Annual Debt)			384,344

Tison's Landing
Community Development District
Series 2016-1 Senior Special Assessment Revenue Refunding and Improvement Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
05/01/18	\$ 4,345,000.00	2.000%	\$ 170,000.00	\$ 64,863.13	\$ -
11/01/18	\$ 4,175,000.00	2.000%	\$ -	\$ 63,163.13	\$ 298,026.26
05/01/19	\$ 4,175,000.00	2.000%	\$ 170,000.00	\$ 63,163.13	\$ -
11/01/19	\$ 4,005,000.00	2.000%	\$ -	\$ 61,463.13	\$ 294,626.26
05/01/20	\$ 4,005,000.00	2.000%	\$ 175,000.00	\$ 61,463.13	\$ -
11/01/20	\$ 3,830,000.00	2.000%	\$ -	\$ 59,713.13	\$ 296,176.26
05/01/21	\$ 3,830,000.00	2.000%	\$ 180,000.00	\$ 59,713.13	\$ -
11/01/21	\$ 3,650,000.00	2.000%	\$ -	\$ 57,913.13	\$ 297,626.26
05/01/22	\$ 3,650,000.00	2.000%	\$ 185,000.00	\$ 57,913.13	\$ -
11/01/22	\$ 3,465,000.00	2.000%	\$ -	\$ 56,063.13	\$ 298,976.26
05/01/23	\$ 3,465,000.00	2.200%	\$ 185,000.00	\$ 56,063.13	\$ -
11/01/23	\$ 3,280,000.00	2.200%	\$ -	\$ 54,028.13	\$ 295,091.26
05/01/24	\$ 3,280,000.00	2.400%	\$ 190,000.00	\$ 54,028.13	\$ -
11/01/24	\$ 3,090,000.00	2.400%	\$ -	\$ 51,748.13	\$ 295,776.26
05/01/25	\$ 3,090,000.00	2.600%	\$ 195,000.00	\$ 51,748.13	\$ -
11/01/25	\$ 2,895,000.00	2.600%	\$ -	\$ 49,213.13	\$ 295,961.26
05/01/26	\$ 2,895,000.00	2.875%	\$ 200,000.00	\$ 49,213.13	\$ -
11/01/26	\$ 2,695,000.00	2.875%	\$ -	\$ 46,338.13	\$ 295,551.26
05/01/27	\$ 2,695,000.00	3.000%	\$ 205,000.00	\$ 46,338.13	\$ -
11/01/27	\$ 2,490,000.00	3.000%	\$ -	\$ 43,263.13	\$ 294,601.26
05/01/28	\$ 2,490,000.00	3.125%	\$ 215,000.00	\$ 43,263.13	\$ -
11/01/28	\$ 2,275,000.00	3.125%	\$ -	\$ 39,903.75	\$ 298,166.88
05/01/29	\$ 2,275,000.00	3.375%	\$ 220,000.00	\$ 39,903.75	\$ -
11/01/29	\$ 2,055,000.00	3.375%	\$ -	\$ 36,191.25	\$ 296,095.00
05/01/30	\$ 2,055,000.00	3.375%	\$ 230,000.00	\$ 36,191.25	\$ -
11/01/30	\$ 1,825,000.00	3.375%	\$ -	\$ 32,310.00	\$ 298,501.25
05/01/31	\$ 1,825,000.00	3.375%	\$ 235,000.00	\$ 32,310.00	\$ -
11/01/31	\$ 1,590,000.00	3.375%	\$ -	\$ 28,344.38	\$ 295,654.38
05/01/32	\$ 1,590,000.00	3.375%	\$ 245,000.00	\$ 28,344.38	\$ -
11/01/32	\$ 1,345,000.00	3.375%	\$ -	\$ 24,210.00	\$ 297,554.38
05/01/33	\$ 1,345,000.00	3.600%	\$ 250,000.00	\$ 24,210.00	\$ -
11/01/33	\$ 1,095,000.00	3.600%	\$ -	\$ 19,710.00	\$ 293,920.00
05/01/34	\$ 1,095,000.00	3.600%	\$ 260,000.00	\$ 19,710.00	\$ -
11/01/34	\$ 835,000.00	3.600%	\$ -	\$ 15,030.00	\$ 294,740.00
05/01/35	\$ 835,000.00	3.600%	\$ 270,000.00	\$ 15,030.00	\$ -
11/01/35	\$ 565,000.00	3.600%	\$ -	\$ 10,170.00	\$ 295,200.00
05/01/36	\$ 565,000.00	3.600%	\$ 275,000.00	\$ 10,170.00	\$ -
11/01/36	\$ 290,000.00	3.600%	\$ -	\$ 5,220.00	\$ 290,390.00
05/01/37	\$ 290,000.00	3.600%	\$ 290,000.00	\$ 5,220.00	\$ 295,220.00
			\$ 4,345,000.00	\$ 1,572,854.49	\$ 5,917,854.49

Tison's Landing
Community Development District
Series 2016-2 Senior Special Assessment Revenue Refunding and Improvement Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
05/01/18	\$ 1,085,000.00	4.700%	\$ 35,000.00	\$ 25,497.50	\$ -
11/01/18	\$ 1,050,000.00	4.700%	\$ -	\$ 24,675.00	\$ 85,172.50
05/01/19	\$ 1,050,000.00	4.700%	\$ 35,000.00	\$ 24,675.00	\$ -
11/01/19	\$ 1,015,000.00	4.700%	\$ -	\$ 23,852.50	\$ 83,527.50
05/01/20	\$ 1,015,000.00	4.700%	\$ 35,000.00	\$ 23,852.50	\$ -
11/01/20	\$ 980,000.00	4.700%	\$ -	\$ 23,030.00	\$ 81,882.50
05/01/21	\$ 980,000.00	4.700%	\$ 40,000.00	\$ 23,030.00	\$ -
11/01/21	\$ 940,000.00	4.700%	\$ -	\$ 22,090.00	\$ 85,120.00
05/01/22	\$ 940,000.00	4.700%	\$ 40,000.00	\$ 22,090.00	\$ -
11/01/22	\$ 900,000.00	4.700%	\$ -	\$ 21,150.00	\$ 83,240.00
05/01/23	\$ 900,000.00	4.700%	\$ 40,000.00	\$ 21,150.00	\$ -
11/01/23	\$ 860,000.00	4.700%	\$ -	\$ 20,210.00	\$ 81,360.00
05/01/24	\$ 860,000.00	4.700%	\$ 45,000.00	\$ 20,210.00	\$ -
11/01/24	\$ 815,000.00	4.700%	\$ -	\$ 19,152.50	\$ 84,362.50
05/01/25	\$ 815,000.00	4.700%	\$ 45,000.00	\$ 19,152.50	\$ -
11/01/25	\$ 770,000.00	4.700%	\$ -	\$ 18,095.00	\$ 82,247.50
05/01/26	\$ 770,000.00	4.700%	\$ 50,000.00	\$ 18,095.00	\$ -
11/01/26	\$ 720,000.00	4.700%	\$ -	\$ 16,920.00	\$ 85,015.00
05/01/27	\$ 720,000.00	4.700%	\$ 50,000.00	\$ 16,920.00	\$ -
11/01/27	\$ 670,000.00	4.700%	\$ -	\$ 15,745.00	\$ 82,665.00
05/01/28	\$ 670,000.00	4.700%	\$ 55,000.00	\$ 15,745.00	\$ -
11/01/28	\$ 615,000.00	4.700%	\$ -	\$ 14,452.50	\$ 85,197.50
05/01/29	\$ 615,000.00	4.700%	\$ 55,000.00	\$ 14,452.50	\$ -
11/01/29	\$ 560,000.00	4.700%	\$ -	\$ 13,160.00	\$ 82,612.50
05/01/30	\$ 560,000.00	4.700%	\$ 60,000.00	\$ 13,160.00	\$ -
11/01/30	\$ 500,000.00	4.700%	\$ -	\$ 11,750.00	\$ 84,910.00
05/01/31	\$ 500,000.00	4.700%	\$ 60,000.00	\$ 11,750.00	\$ -
11/01/31	\$ 440,000.00	4.700%	\$ -	\$ 10,340.00	\$ 82,090.00
05/01/32	\$ 440,000.00	4.700%	\$ 65,000.00	\$ 10,340.00	\$ -
11/01/32	\$ 375,000.00	4.700%	\$ -	\$ 8,812.50	\$ 84,152.50
05/01/33	\$ 375,000.00	4.700%	\$ 70,000.00	\$ 8,812.50	\$ -
11/01/33	\$ 305,000.00	4.700%	\$ -	\$ 7,167.50	\$ 85,980.00
05/01/34	\$ 305,000.00	4.700%	\$ 70,000.00	\$ 7,167.50	\$ -
11/01/34	\$ 235,000.00	4.700%	\$ -	\$ 5,522.50	\$ 82,690.00
05/01/35	\$ 235,000.00	4.700%	\$ 75,000.00	\$ 5,522.50	\$ -
11/01/35	\$ 160,000.00	4.700%	\$ -	\$ 3,760.00	\$ 84,282.50
05/01/36	\$ 160,000.00	4.700%	\$ 80,000.00	\$ 3,760.00	\$ -
11/01/36	\$ 80,000.00	4.700%	\$ -	\$ 1,880.00	\$ 85,640.00
05/01/37	\$ 80,000.00	4.700%	\$ 80,000.00	\$ 1,880.00	\$ 81,880.00
			\$ 1,085,000.00	\$ 614,525.00	\$ 1,699,525.00

A.

RESOLUTION 2018-03

THE ANNUAL APPROPRIATION RESOLUTION OF THE TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2018, submitted to the Board of Supervisors (the "Board") proposed budgets for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Tison's Landing Community Development District, pursuant to the provisions of section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budgets (the "Proposed Budgets"), the District filed a copy of the Proposed Budgets with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set July 12, 2018, as the date for a public hearing thereon, and caused notice of such public hearing to be given by publication pursuant to section 190.008(2)(a), Florida Statutes; and

WHEREAS, section 190.008(2)(a), Florida Statutes, requires that, prior to October 1 of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared Proposed Budgets, whereby the budgets shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budgets

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budgets, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budgets, attached hereto as Exhibit "A," as amended by the Board, are hereby adopted in accordance with the provisions of section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budgets may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2018 and/or revised projections for Fiscal Year 2019.
- c. That the adopted budgets, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budgets for the Tison's Landing Community Development District for the Fiscal Year Ending September 30, 2019" as adopted by the Board of Supervisors on July 12, 2018.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Tison's Landing Community Development District, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S) – SERIES 2016	\$ _____
CAPITAL RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred, previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Passed and adopted this 12th day of July 2018.

ATTEST:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

B.

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tison's Landing Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Duval County, Florida (the "County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance activities described in the District's budget for Fiscal Year 2018-2019 ("Budget"), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which special assessments may be placed on the County tax roll and collected by the County Tax Collector ("Uniform Method"); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an agreement with the Property Appraiser and Tax Collector of the County to provide for the collection of certain special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on all lands located within the District benefitted by the activities and services contained in the Budget; and

WHEREAS, the District desires to levy and collect operation and maintenance special assessments on the all benefitted lands in the amount of each lot's or parcel's portion of the District's Budget; and

WHEREAS, the District desires to collect the debt service assessment and operations and maintenance assessments on certain lots using the Uniform Method ("Uniform Method Property") reflecting their portion of the District's Budget which is also indicated on **Exhibit B**; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the District (the "Assessment Roll") attached to this Resolution as **Exhibit B** and incorporated as a material part of this Resolution by this reference, and to certify that certain portion of the Assessment Roll attributable to the Uniform Method Property to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in **Exhibit B**.

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with **Exhibit B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified. That portion of the District's Assessment Roll that

includes the Uniform Method Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Tison's Landing Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. FUTURE ASSESSMENTS AND COLLECTION METHODS. This Resolution shall in no way be interpreted as the sole means by which the District may, in the future, collect assessments. Notwithstanding the above means of collecting assessments on any property, the District may, in future years, collect assessments by any method authorized by law.

SECTION 7. GENERAL AUTHORIZATION. The District's Chairman, Vice Chairman, Secretary, Assistant Secretaries, District Manager, and District Counsel are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effectuate the intent of this Resolution, and all acts and things that may be desirable or consistent with the requirements hereof. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to effectuate the intent of this Resolution. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Tison's Landing Community Development District.

PASSED AND ADOPTED this 12th day of July, 2018.

ATTEST:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: District's Fiscal Year 2018-2019 Budget

Exhibit B: Fiscal Year 2018-2019 Assessment Roll – Uniform Method Property

FIFTH ORDER OF BUSINESS

MINUTES OF MEETING
TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tison's Landing Community Development District was held Thursday, April 5, 2018 at 6:00 p.m. at Yellow Bluff Amenity Center, 16529 Tison's Bluff Road, Jacksonville, FL.

Present and constituting a quorum were:

Doug Maier	Chairman
Brandon Kirsch	Vice-Chairman
Brian Richardson	Supervisor
Dan Plourde	Supervisor
Monica Taylor	Supervisor

Also present were:

Dave deNagy	GMS
Gerald Knight	District Counsel
Scott Lockwood	District Engineer
Brian Stephens	Riverside Management
Christopher Hall	Riverside Management
Amanda Ferguson	Riverside Management
Ernesto Torres	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 6:07 p.m.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

Mr. deNagy took this time to welcome new board member, Monica Taylor. Ms. Taylor confirmed she received paperwork from the office. Mr. deNagy briefly described the documents Ms. Taylor is required to complete for Duval County Supervisor of Election. She has agreed to accept compensation. Mr. deNagy also went over the Sunshine Laws with Ms. Taylor.

THIRD ORDER OF BUSINESS**Consideration of Resolution 2018-02,
Approving the Proposed Budget for Fiscal
Year 2019 and Setting a Public Hearing
Date for Adoption**

Mr. deNagy stated the Public Hearing date would be at our next scheduled meeting of July 5, 2018 at 11:00 a.m. at the offices of England-Thims & Miller. We will get into our resolution once we end our discussion about the budget.

Mr. deNagy stated I sent an email where I outlined that we are proposing an increase this year, albeit a small one, of about \$4.00+ a month. I put in front of you a slightly revised budget, and I will point to the items highlighted in blue that we are asking the board to change. What that will do to our budget is increase our engineering for FY19 from \$5,000 to \$7,500 and increase our Capital Reserve budget to \$69,100. The overall increase would be \$5.00 per month, \$60 per year. The O&M assessment currently paid is \$778.64. That would push the assessments to \$838.58, which is about \$5.00 per month. The principal reason for asking for the increase has to do with cash flow. If you look in the budget on Page 3, you can see that we have a beginning balance of cash of \$44,000, and we are estimating excess cash at the end of the year of \$30,000 leaving us with just under \$75,000. Well that is an indicator of shortfall of cash because at the beginning of the fiscal year, which is October 1, we look to have 2.5 to 3 months worth of cash on hand. You don't start receiving assessment income until late November or into December. That would be \$122,000, and you can see we are only showing \$74,000 with no change at all at the end of the fiscal year. That was a red flag to me, and that is something we need to look at in our budget. I would recommend to the board that we do have an increase this year. I also gave you an outline showing where we put some of those monies for the increase. The first and biggest one is our Capital Reserve. We don't currently have a Capital Reserve other than the small dollars that we have budgeted, and I would recommend we increase our capital reserve and keep our capital outlay in our budget and have a formal reserve study done to determine how much we should have in our operating budget. Once the budget is approved, we would have the money for the reserve study that will cost probably \$3,000 to \$5,000. We would get that reserve study one and have it brought back to the board. We would then be able to tweak our budget in the future for FY20 and put money aside to maintain our assets – the Amenity Center, the fitness equipment, the pools, etc.

The next big item for increase was Repairs and Maintenance. This is one of the most difficult line items to budget because we have no idea when things are going to break. It is always a good idea to have some money set aside repairs. Our repairs and maintenance budget is at the bottom of Page 1 and is currently \$25,800. We are proposing to push that up to \$36,000. Our projected for the end of this year is \$42,000, but when I went back into what we spent money for, there were some non-recurring items in there that I backed out because those were one-time expenses. We think an increase to \$36,000 would be sufficient.

The next item would be landscape contingency. That is anything we have to do with landscape. We might need some extra flowers, trees, plants, etc. that are outside the scope of our landscape contract.

The next item is our recreation center seasonal assistant. We are asking some additional hours for the seasonal assistant here at the recreation center. We started that this year, and it has been very successful. We are proposing \$3,300 more for more hours for a seasonal assistant.

We are looking at our utilities increasing a couple of thousand dollars, which is not unusual. I am not aware of any increases that JEA has, but for usage, it is always good to have a little cushion for our power bills. The rec center attendant, this is an increase in the management staff here at the Amenity Center, which is going up 5.5%. We are proposing a \$1,000 increase in our special events budget. Those have been very popular here. If we can do more of that, I think that is a good thing for the community. The rest of the items are pretty self-explanatory. There are small increases in lake maintenance and the audit. We have some decreases in our utilities for our water bill. We are proposing that to go down about \$8,500. Our capital outlay, which is money we are budgeting to spend for items like a new pump or something, is going to be decreased a little bit.

So for everyone who is not familiar with CDD assessments, there are two components to the assessments. I just went over the O&M budget. Again, we are proposing that to go up about \$5.00 per month or \$60 per year. The other portion of your CDD assessment has to do with your debt service, which is paying back the bonds. That was the money that was borrowed here by the developer to build all the infrastructure, the Amenity Center, the landscaping, the stormwater ponds, and so forth. That is a fixed amount and is \$779 a year. That will not change unless we refund the bonds again. We just refunded the bonds a couple of

years ago. We actually reduced the assessments on the debt side a couple of years ago and took some money out for some capital improvements here. The CDD assessment is made up of debt and O&M. The only one we are proposing an increase on obviously is the O&M as I mentioned. That is all I have unless you have questions.

Mr. Plourde stated I have questions dealing with the landscaping. I think we have paid quite a bit of money, and we don't get the product for what we are paying. Flowers have been dead, weeds have been higher than some of the kids in the neighborhood, the trees are atrocious. We are paying a lot of money for that. Either we find somebody that can do the job, or we just take the money away because they are not doing the job. I have been hearing a lot of complaints from people around my area of the neighborhood who are rather disappointed.

Mr. Kirsch asked we are paying \$3,900 a month for Lawn Boy?

Mr. deNagy responded yes.

Mr. Plourde stated we are just not getting the quality.

Mr. Richardson stated what this could go back to – we want to outlay some money for Capital Reserve, right?

Mr. deNagy stated yes, we want to set more money aside for Capital, yes.

Mr. Richardson asked can we get some kind of resource to go through and do an audit on our vendor services, anything that we are writing checks for? I mean we are asking for more money on the O&M side, but can we stop the bleeding from the actual expense on the operational side?

Mr. deNagy responded absolutely. Yes, much like we did with the audit, if you want for landscape services, we can go out for bid on that. Get an idea of contractors who might be interested in coming here and bidding.

Mr. Plourde asked are the contractors voted in for a year, or can we get rid of them halfway through the year?

Mr. deNagy responded we have a 30-day out clause in most of our agreements.

Mr. Knight stated yes, the agreement usually has a 30-day termination out clause.

Mr. Plourde stated I think some of the trees coming in on the 17 are dead, and I think we need to address the landscaping company now. Either we get rid of them now or they start producing.

Mr. deNagy stated I can get with staff, and we can put them on notice and just note the fact that it was brought up tonight. If you have specific things, I would appreciate that so we can get them to Chris or Brian, and we can get with Lawn Boy.

Mr. Plourde stated I will take pictures, and I will email them to you.

Ms. Taylor stated definitely in the front entrance, that has been dead for months on end. Driving in, you are paying this type of money, I know for me I want to feel the effect. If we homeowners have dead grass, we get notified. If something is wrong we get notified, so I want that same notion being conveyed in the front. All of the common areas that we have to utilize on a daily basis, I myself support removing this company and going with somebody else that is going to give us a great product.

Mr. Kirsch stated no matter how we are with a contractor, I think it is still a healthy practice to go through and take bids.

Ms. Taylor asked why do we need it for the winter months? I saw that man cutting the grass, and there was nothing to cut. I am looking at it, and there is literally nothing to mow. So we are utilizing them a month, \$3,900 and for those months that the grass is dormant, why are we paying grass?

Mr. deNagy responded typically, and I can't speak for Lawn Boy, but landscape companies do cut back their service in the wintertime. I don't know whether they do that here or not. It is spread out over 12 months. If it okay if we at least put them on notice, at least give them a chance to clean up the items that you bring to our attention. If it is still a problem, say by the July meeting, we can go ahead.

Mr. Plourde stated or sooner.

Mr. Maier stated I would recommend that District staff get together with Lawn Boy and have a sit down meeting with them and address all the issues, and if we don't see a quick response we can certainly evaluate other bids.

Mr. Kirsch asked can we get a copy of the contract to see the list of services.

Mr. deNagy responded yes. You all can get me your pictures and list of items.

Mr. Stephens stated I want to make sure they are accountable for the things that are under contract. Death of flowers and so forth are in addition to their contract. If the District staff plant new flowers, that is District staff trying to save dollars.

Mr. Richardson asked how long have they had the contract?

Mr. Stephens responded they have been here for a long time. They have been very responsive every time I ever asked them to address things. They are a very knowledgeable group of guys. They respond better than a lot of other companies that are out there. You can constantly go through landscapers. They start off great and then they peter out, and these guys they do deal with it. You just have to sometimes guide them back to where they need to be.

Mr. Richardson said I think the entryways are the first thing. Our families and guests come in, and I have had a lot of comments. There are some developments that are a lot less massive than ours and yet have entryways that are attractive from the standpoint of maintenance and color.

Mr. Plourde stated all you have to do is drive by other neighborhoods and developments, and you see all the color and how clean it is and how neat it is. Then you come here, and it is very bad.

Mr. Stephens stated the median has always been challenging with the material that has been out there, and I think by trying to save dollars, we haven't continually upgraded the plant material in there. I think with the adjustment in budget, we haven't really had the capital to do these improvements.

Mr. Plourde asked what type of improvement would you be talking about at the entrance?

Mr. Stephens responded more flowers, and if the plants are not performing well, replacing the plant material. If the trees aren't performing well, then removing the trees and planting new trees. We just haven't had the capital to do the replacements, and they are necessary. We have always tried to fertilize and water and so forth. Coming out of the winter months here, it really shows that those kinds of plants are suffering.

Mr. Kirsch said I think we need to get a list individually, get some items together. Go ahead and put them on notice but have a construction 2-way meeting to discuss our concerns. We can discuss items all day long. I have an issue with the easement and who is responsible for that, but on top of how well they performing the current scope of work and what they can do better, and what we think needs to be included. Go that route and maybe take bids at the same time to see what else other companies are willing to do and at what cost.

Mr. Maier said we can have one board member coordinate with Brian and represent the board and discuss what the community goals are and bring it back to the next meeting.

Mr. Plourde stated I agree with that but do we want to wait to the next meeting to be able to make a decision if we are going to keep them or not?

Mr. Maier responded no, I think that comes out of your discussion with the contractor. That is what we have the staff here for. I think we can support the staff's recommendation.

Mr. Plourde stated okay, I am in favor of that.

Mr. deNagy stated I think we can do that before the July meeting so if we need any action, we can take it at that July meeting. So we can set up a meeting with Lawnboy and one of the board members. Dan volunteered, is that okay with everyone. We will do that as soon as we can. Send you email to me, and I will give it to Chris or Brian, and we will set up the meeting. Dan, if you want to be at that meeting, then you will have all the ideas on the table. If another board member wants to meet with Lawn Boy there can be two meetings. In the meantime if everyone would get me your ideas, I will pass those along to Brian.

There was consensus among the Board to provide Lawnboy contractor notice for issues throughout District. Board designated Supervisor Plourde and Supervisor Richardson to meet with Lawnboy at separate times to discuss areas of dissatisfaction.

Mr. Richardson asked about the seasonal attendant and what hours are expected out of the attendants.

Ms. Ferguson responded this will be my first summer here. Right now we are 9 to 5 Monday through Friday, but we are going to work the weekends. Basically we will work whatever the season is. If the high times are 12:00 to 5:00, we will be staffed 12:00 to 5:00. We will wait and see once we pick up, but we will have a weekend schedule.

Mr. Plourde asked will we need to increase the hours if it becomes a real hot summer and everybody is here, and we have a lot of people? Can we change the hours?

Ms. Ferguson responded yes.

Mr. Plourde asked do we need to change the amount, do we need to increase the amount? Do we want to have another vote later?

Mr. Richardson stated July would be a good time to do it.

Mr. deNagy stated keep in mind this is FY19, this will be summer of 2019. This summer we are still under our FY18 budget. But again, if we need more hours, I can get with Mandy, and we can figure out how many we need, and we can come back and say and we need "X" more dollars, and I will work with how we can fit it into our budget.

Mr. Kirsch asked regarding repairs and maintenance, can we get a separation on what on what is considered maintenance and what is like a one-time repair?

Mr. deNagy responded I can get a breakdown from the general ledger that shows what we paid for.

Mr. Maier stated on the clubhouse income, it looks like you had some higher projections than what you got for the approved budget, what is the norm for other clubhouse income?

Mr. deNagy responded it varies a lot from District to District. It depends on the amenities with the District, but we have seen an increase in usage at that clubhouse for use of the amenities, for rentals, for social events and parties, etc.

Mr. Maier stated so that is a pretty conservative number?

Mr. deNagy responded I think it is.

Mr. Kirsch stated he would like to see Special Events increased to \$12,000 a year.

Mr. deNagy stated do you want to offset that difference from the Capital Reserves. It is \$3,500, so we can reduce Capital Reserve by \$3,500. That will keep the assessments at \$838.58.

Mr. Kirsch responded yes, we can take it out of that. I feel the income from the clubhouse will offset that.

Mr. deNagy responded yes, we can do that.

Mr. Maier asked what do we have remaining in the budget from our bond refinancing.

Mr. deNagy responded it shows \$132,000 right now as of February 28. When we have our reserve study, they ask what our beginning balance is, so that would be our beginning balance, and we would build on that. It is in a savings that is authorized for CDDs or governments. There are only certain investments we can make with high returns. We are in the Small Business Administration fund that is low risk. It is for governmental entities. It earns some interest but not a lot.

<p>On MOTION by Mr. Maier seconded by Mr. Kirsch with all in favor Resolution 2018-02 for the proposed FY19 budget was approved as amended with an overall increase to residents/homeowners under \$60 per year in O&M, and a Public Hearing date for adoption was set for July 5, 2018.</p>

Mr. deNagy stated when we meet on July 5, we will consider adopting the budget. We set the level of the budget at a \$60 a year increase. Notice will go out to all the residents to let them know. They will know about the public hearing on July 5. We cannot increase the budget anymore. We can decrease it if we want to, but we cannot increase it past the \$60 that we have approved.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the January 4, 2018 Meeting**

Mr. deNagy stated a copy of the minutes is in your agenda package.

On MOTION by Mr. Kirsch seconded by Mr. Richardson with all in favor the Minutes of the January 4, 2018 meeting were approved.

FIFTH ORDER OF BUSINESS**Acceptance of Minutes of the January 4, 2018 Audit Committee Meeting**

On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to accept the minutes of the January 4, 2018 Audit Committee meeting was approved.

SIXTH ORDER OF BUSINESS**Acceptance of Recommendation from the Audit Committee**

Mr. deNagy stated this is the board motion to accept the recommendation of the Audit Committee for the ranking. The ranking was Berger Toombs #1, Grau & Associates #2, McDirmitt Davis #3, and Carr Riggs #4.

On MOTION by Mr. Plourde seconded by Ms. Taylor with all in favor to accept the recommendation from the Audit Committee was approved.

SEVENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Knight stated I have nothing to report.

B. Engineer – Consideration of Work Authorization No. 11

Mr. Lockwood stated we submitted a Work Authorization. Preston Doub has resigned. I had actually worked on this project with him. The Work Authorization is really updates. The fee schedule was based on 2011, and we are trying to update it. I was looking at the budget for next year, which was talked about earlier. I am also working on the annual report, which is due in January. I will have that ready and provide that to Doug as Chairman of the Board. I will get that ready for you to accept.

Mr. deNagy stated that is due in July, so that would be at your July meeting.

Mr. Lockwood said I will get it to you in draft form, and you can look at it so we can present it to the board next month.

Mr. deNagy stated the Work Authorization that is in front of you is for this fiscal year. This is the same as our budget. It is just recognizing the change in hourly rates, so it is more of a housekeeping thing. The FY19 proposal that he is suggesting would be brought to the next board meeting. That would be the \$7,500 that you saw in your budget that we just approved. All we are looking for now is a motion to approve this Work Authorization for this current fiscal year for \$5,000, which is our current budget.

On MOTION by Mr. Kirsch seconded by Ms. Taylor with all in favor Work Authorization No. 11 from England-Thims & Miller in the amount of \$5,000 was approved.

C. Manager

Mr. deNagy stated I want to introduce Ernesto Torres. He is going to be a District Manager here with GMS. He will fill in for me. I am retiring in November, so we have Ernesto training and working diligently with several Districts. Feel free to contact Ernesto at our office.

Mr. deNagy stated I do have one other thing. We are going to be sending a notice out to everyone to advise them that we do have the general elections this November. We have

three seats for board members, and we will be asking residents if they are interested they can put their name in with the Supervisor of Elections. The period of time that takes place is during June. If you go to the website for the Supervisor of Elections, there are instructions about what to do. We will be sending that out to residents. The seats expiring in November would be #4-Doug Maier, Brandon's seat expires, and Monica's seat expires as well, Seat #2. Dan and Brian's terms don't expire until 2020. We will be sending notices out for any residents who are interested in being a CDD board member. If you are interested, your name can be placed on the ballot. People just within Yellow Bluff Landing will be voting for CDD board members.

D. Operations Manager

Mr. Hall's report is located in the agenda package behind Tab VII-D. He briefly spoke about individual items listed in the report. Clearwater is proposing to put 250 fish in the ponds to help with the weeds. That would be at a cost of \$9.00 each.

Mr. deNagy stated I do recommend the grass carp, they are very beneficial to the lakes. If everyone is in agreement, I just need a motion to accept the proposal from Clear Waters.

Mr. Hill stated this is a proven technique and is probably the least expensive choice.

Mr. deNagy stated this would come from the Lake Maintenance budget, but we would do a budget amendment at the end of the year to take the dollars where we under-spend to where we over-spend. This typically occurs about every three to five years.

Ms. Taylor asking about putting a sign up stating no fishing.

Mr. deNagy responded what we have found at other Districts is we wait and see what kind of a problem we have and if it warrants action. Even signs are not effective frankly. We can certainly monitor it, and I would recommend that we do that.

On MOTION by Mr. Kirsch seconded by Ms. Taylor with all in favor the Clear Waters proposal to stock grass carp on ponds not to exceed \$2,250 was approved.

Mr. Hill stated I have one more thing, and it is the patio stain. I have talked to the concrete specialist, and we can pressure wash it off and paint it over a solid color. If we go back with a stain, you will be able to see all these patches. The material is about \$1,600, and labor will be about \$1,600 or so.

Mr. deNagy asked are we looking at a NTE of \$3,500?

Mr. Hill responded \$3,500.

Mr. deNagy stated we would pay that out of Capital.

Mr. Maier asked for Riverside to really clean and prep it well, and stated it really needs to be done.

Mr. Plourde asked if the facility would be shut down.

Mr. Hill responded we wouldn't shut it down. We would paint half and basically make a walkway through the fitness center and then do the other half.

On MOTION by Mr. Maier seconded by Mr. Kirsch with all in favor to have Riverside pressure wash and paint the Amenity Center patio NTE \$3,500 was approved.

Mr. Stephens gave a brief update on the athletic field. Two applications of herbicide have been completed, and all the existing irrigation has been marked. The dirt work is supposed to start next week. They are going to come in and till it and level it, and the Bermuda sprigs will be here the 16th of April.

Mr. Kirsch asked have you explored replacing the sod around that?

Mr. Stephens responded we have not explored that because of the field. It certainly could be done. With the foot traffic and those outlying areas aren't 100% irrigation coverage, so it looks great when we get a lot of rain, but when we go through the first drought, it starts declining quick, and then you put foot traffic on top of it. If we were to do that, we would have go through and revamp the irrigation.

Mr. Kirsch stated since we have the grass being killed and the area exposed, is there a way to explore coverage of those areas.

Mr. Stephens responded there are. It would entail additional zones. That would be pretty expensive.

Mr. Maier asked could you look at the price of that? It might be to our benefit. We have some capital dollars that we could possibly use for that, and it is such an important area.

Mr. Stephens stated the only issue you do have is the irrigation window that we have to work with. Only so many hours of daylight and dark. You will notice during the summertime, especially during drought, the irrigation may come on at 7:00 p.m. and not turn off until 8:00

a.m. If we add additional zones, obviously that window will expand, and if people are out there trying to use the field or the pool or wherever and the irrigation comes on, that will not be good. It is irrigated by a well.

Mr. Plourde asked about the foot traffic that was mentioned. Is it 90% I-9 sports?

Mr. Stephens responded no, I would say probably 50/50. Maybe 40% I-9, 60% residents.

Mr. Maier stated water could just be the answer to that spot of grass.

Mr. Stephens stated water may not be THE answer, but it is a big key. I will say if we choose to amend the existing irrigation, the field has no effect on that. If you wanted to do that next year, we can do that, and it wouldn't affect the field whatsoever.

Mr. Maier asked can you look at possibly putting a pump over by the pond and have a separate irrigation system that supplements that so it could be on the same time clock? If you have a problem with the existing well, it might be another solution.

Mr. Stephens responded yes, we would look at probably another well.

Mr. Plourde stated you can't get a suction off the pond?

Mr. Stephens stated I don't think we can legally do that. I could be wrong, but I know a lot of Districts in the St. John's River water management will not let you do it.

Mr. Lockwood stated you would have to get a permit. There are some ways to harvest storm water. You would have to get a permit to do it.

Mr. Stephens stated dropping a shallow well wouldn't be too problematic. You don't need a big well for irrigation.

Mr. deNagy stated can we jump back to Scott, and I have one more thing.

Mr. Lockwood stated I apologize, I mean to say this earlier. I just want to mention this. It is an ongoing issue that you have in your community, and as it fills in it will be more. People have gated up around the ponds. In some cases your access is almost blocked off. It will be more and more of an issue as you try to get equipment and people in there as they block off these easements. There are certain easements that are supposed to be open. It is not uncommon in CDDs for people to do that. I am not saying it is right, but there are easements that are unobstructed. The City does not own the ponds. You, as the CDD, own the ponds. You may want to put out a notice to the owners. I don't see the CDD making them tear it up, but they ought to be noticed that if you are blocking the pond access, and we need to get

machinery and equipment in there for any reason, it is on the them to remove the fence and put it back. It is not the CDD's responsibility.

Mr. Plourde asked if they have to get into the pond or if they have to get into an easement, and they tear the fence up, is that at the owner's expense?

Mr. Lockwood responded it is at the owner's expense, but you wise to notice the people. Inevitably people will say I did not know. If I was going to do it, I would find the people that are specific on the easements and notify them specifically and have it recorded it somehow that we told them. It is something ongoing as you deal with the ponds, and it will be an issue for you. I don't think the ponds are totally blocked, but the easements are totally blocked. The City's owns the roads, and the City drains into the ponds, but the City doesn't own the ponds. So the City has a right to get in there, but they don't have the obligation to get in there. It is a CDD thing because you kind of have the responsibility. In some cases the easements are blocked completely, but you can get to the pond by another route, but only because there is not a fence there yet. That could happen eventually where people totally block it off. Right now you can get to all the ponds one way or another.

Mr. Plourde stated but to put up a fence, you have to go through the HOA and get permission from the HOA.

Mr. deNagy asked Mr. Lockwood to get a list of properties with fences across easements. When we get the addresses, I can get out that information to the HOA and let them know.

Mr. Knight stated I would also recommend that we send letter to those owners once we get their names and tell them their fences are on CDD property without the CDD's permission. Tell them if it is necessary to remove the fence to gain access to the pond, it will be removed at their expense. And the architectural review committee, whoever approves these things, should be told that they cannot approve fences on CDD property. They don't have the right to do that. If they have already done that, I think you should send them a letter saying that the fences are there without CDD permission. It is up to the board on if you want to try to make them remove it, but we at least should tell that if it is damaged during the cleaning of the lakes or mowing of the lake banks or whatever, it is at their expense, and they will not be able to replace it without CDD approval.

Mr. Lockwood stated I need to amend something. The easements are not owned by the CDD. The easements are owned by the property owners.

Mr. Knight asked where does the lake parcel begin? It doesn't begin at water's edge, it begins at the top of the bank.

Mr. Lockwood stated that is correct. It begins at the top of the bank. Obviously I don't have a survey when I am out in the field, but most cases people aren't going down into the pond.

Mr. Knight asked without going onto CDD property, it is blocking the maintenance easement.

Mr. Lockwood responded right. I am not going to say 100% they are or not because I would have to get a survey to figure that out. I am saying your access is via those easements.

Mr. Kirsch stated I don't think you need to do surveys, just do a drive through and see which ones are impacted, notify First Coast Property Management and have them send out a letter, just a general statement that basically says if you are blocking an easement, you are in violation of ingress and egress. We just need a list of which ones are being blocked and put a generic letter together.

Mr. Lockwood stated the easements for ponds are generally what is called unobstructed. You can plant grass there, but you are not supposed to plant something that is blocking people from accessing it. So the fence is obstructing. Many times the CDD will remove it, but they will not put it back.

Further discussion among board members was for the HOA to provide mail notice to homeowners whose fences are located in District's easements.

Ms. Ferguson stated I am here Monday through Friday, 9 to 5. We have food truck Fridays. We had about 500 people at the Easter event this past Saturday, and we have food trucks tomorrow. I have scheduled a yard sale for May 5 and 6. I had about 14 or 15 resident volunteers for our Easter event. Everything ran very smooth. We are planning a mother/daughter event for May. We are going to try to do a little more activity at less expense. I have coordinated with the social committee, and they will be meeting Sunday, April 22 to go over some future events and funding. In the summer we are going to work on scheduling for weekend staff, but I don't have a set time right now.

Mr. Richardson asked what more do you need from us to make it look like we are getting our money's worth?

Ms. Ferguson responded we need to repaint. From my perspective, it is very visual. People at the fitness center are looking at the equipment, and we are making sure that it looks good and clean. Coming in here and rearrange the furniture or repaint in here a couple of different colors to make it look more inviting. It is just maintenance – trying to keep everything that is old maintained and make it look good again.

NINTH ORDER OF BUSINESS

Supervisor Request / Audience Comments

Mr. Plourde asked about I-9 Sports, were we supposed to do a vote last meeting on if we are going to extend their contract? I know we talked about it two meetings ago, and I missed last meeting. We talked about we were either going to extend them or we were going to do away with them.

Mr. deNagy stated we are going to contribute I think \$2,500, and I think we have an agreement with them through the end of this year.

Mr. Kirsch stated I believe it was the July or October meeting, we said the end of their current season, which would have been February.

Mr. deNagy stated at the October meeting, we extended the I-9 agreement to February 28, and that was also contingent on receiving \$2,500 for repairs. I got an email from Doug Ramsey saying that he would pay that, but they are currently not under an agreement with us.

Mr. Maier asked about entry cameras. Where are we on that?

Mr. Hall responded we are trying to find cameras with the technology that will capture tags. I have had two companies come out and look. The problem is finding a true tag capture camera that isn't \$40,000. They said we can get you what you want, but I am trying to find an economical way to do it. That is where we stand.

Mr. Richardson asked about getting some uplighting on the oaks on the entry islands. I know there is a challenge getting underneath the road, but can we use some low voltage lighting. Mr. Hall was asked to provide low voltage lighting on trees along entrance for July's meeting.

Audience Comments

An audience member had an I-9 concern. We have been in the community for a long time. We use the amenities all the time. I come here on Saturday, and it is crazy. You can't find a spot to park. There are people crowded all over the sidewalks just standing there. People are throwing water bottles on the ground. It is crazy all over the fields. I feel like I pay to use our amenities, and you have people just flooding in from all over Jacksonville.

Ms. Taylor stated he never gave us how many people from Yellow Bluff actually utilize this service, and he does not give us a really good discount either.

Mr. Plourde asked can we make a motion to even have it discussed to have them dropped. A lot of my friends who are older and don't have kids don't want them. They are a hassle, and they are not worth it. We had Doug Ramsey here in October. He was supposed to have someone police the parking lots and police our facility. That never happened. So it is a false promise from that organization. I would like to make a motion to have them dropped.

Mr. Knight stated right now they have no agreement with you I don't believe. Our latest action was extended to February 28.

Mr. deNagy stated they are done.

Ms. Ferguson stated they have taken everything off site.

Mr. Kirsch stated let's not extend. There are other leagues in the area that will provide them with a sporting opportunity.

Mr. deNagy stated there needs to be mutual written agreement if we are to extend the agreement. As I understand it, there is nothing mutual at this point. The contract has expired, so we are done with I-9. As a courtesy, I will let Mr. Ramsey know.

TENTH ORDER OF BUSINESS

Financial Statements

A. Balance Sheet and Statement of Revenue & Expenditures

Mr. deNagy stated these are as of February 28, 2018.

B. Assessments Receipt

This item is located in the agenda package.

C. Check Run Summary

Mr. deNagy stated the total of the check run summary is \$90,724.23.

Mr. Kirsch asked about the rental attendants, those are for above and beyond any kind of contracted items, right? This is January.

Mr. deNagy responded I will have to check on that. It is Check # 2041.

On MOTION by Mr. Maier seconded by Mr. Richardson with all in favor the Check Run Summary in the amount of \$90,724.23 was approved.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting

Mr. deNagy stated the next scheduled meeting is July 5, 2018 at 11:00 a.m. at the offices of England-Thims & Miller. Is that okay with everyone since it is a holiday. We could do the follow week, the 12th instead, would that work for everybody? We would have to check with ETM, but it would be at 11:00 at ETM's office.

Mr. Plourde asked can we change the time a little to 12:00 or 1:00?

It was decided to meet on July 12, 2018 at 12:00 p.m.

Mr. deNagy stated I need a motion to amend Resolution 2018-02 to set the Public Hearing for July 12 at 12:00 p.m.

On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to AMEND Resolution 2018-02 for FY19 Public Hearing notice, previously approved, to be conducted on July 12, 2018 at 12:00 p.m. at ETM was approved.

Mr. deNagy stated we will get notice out that the meeting will be July 12, 2018 at noon at ETM's office.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Plourde seconded by Mr. Richardson with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SIXTH ORDER OF BUSINESS

MINUTES OF MEETING
TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Tison's Landing Community Development District was held Thursday, April 5, 2018 at 6:00 p.m. at England-Thims & Miller, Inc. 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

Present and constituting a quorum were:

Doug Maier	Chairman
Brandon Kirsch	Vice-Chairman
Brian Richardson	Supervisor
Dan Plourde	Supervisor
Monica Taylor	Supervisor

Also present were:

Dave deNagy	GMS
Gerry Knight	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 6:00 p.m. Mr. deNagy stated Monica Taylor is a new board member, and I swore her in just before the meeting started. She is able to serve as a board member. She was appointed at our last meeting in January.

SECOND ORDER OF BUSINESS

**Review and Ranking of Audit Proposals for
Fiscal Year 2018**

Mr. deNagy stated you should have received a copy of four proposals for audit services. Many of the board members took the liberty of ranking them. I will be happy to take your evaluation criteria into account. Staff who worked directly with the auditors went ahead and did the evaluation scoring. I will go through the ranking we came up with. If there is no objection from the board members, we will ask for a motion from the board to accept the ranking that has been provided by staff. Proposals were received from Berger Toombs & Co., Carr Riggs & Co., Grau & Associates, and McDirmitt Davis. McDirmitt Davis is the current auditor. There are five criteria, and each is weighted at 20 points. The criteria are Ability of Personnel, Proposer's Experience, Understanding Scope of Work, Ability to Furnish Required

Services, and Price. The one coming closest to 100 points would be the one recommended to the board. GMS works with all four firms at different districts. They are all capable firms, they have personnel, experience, they understand what the scope is, and they can provide the services. They have all received the full 20 points for those areas. The difference comes in pricing. If you look at the price proposals for the FY audit of 2018, which is the current year, the low bidder there was Berger Toombs, so they were given a full 20 points for price. The second lowest was Grau and Associates at \$3,500. They received 19.8 points. McDirmitt Davis, the incumbent, got 17.5 points, and Carr Riggs received 9.7 points. The recommendation from staff is to rank Berger Toombs #1, Grau & Associated #2, McDirmitt Davis #3, and Carr Riggs #4. Unless there are questions, a motion to accept the ranking from staff would be in order.

On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to accept the ranking of staff with Berger Toombs as No. 1 was approved.

THIRD ORDER OF BUSINESS**Other Business**

There was no other business.

FOURTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Plourde seconded by Mr. Maier with all in favor the meeting was adjourned.

SEVENTH ORDER OF BUSINESS



TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL REPORT
Year Ended September 30, 2017

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Year Ended September 30, 2017

	<u>Page</u>
I. Financial Section:	
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet - Governmental Funds	9
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	12
Notes to Financial Statements	13
II. Compliance Section:	
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 <i>Government Auditing Standards</i>	26
Management Comments	28
Independent Auditor's Report on Compliance with the Requirements of Section 218.415, Florida Statutes	30

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Tison's Landing Community Development District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and each major fund of the *Tison's Landing Community Development District* (the "District"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

MCDIRMIT DAVIS & COMPANY, LLC

934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803
TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

Opinions

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, 2017, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, 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 Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated April 3, 2018, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is 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 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.

McDiarmid Davis & Company, LLC

Orlando, Florida
April 3, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the *Tison's Landing Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2017. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2017 by \$7,229,933, a decrease of \$44,162 in comparison with the prior year.
- At September 30, 2017, the District's governmental funds reported a combined fund balance of \$533,587, an increase of \$29,417 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the *Tison's Landing Community Development District's* financial statements. The District's financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

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 of the District's assets and liabilities, with the difference between the two 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 District does not have any business-type activities. The governmental activities of the District include general government and maintenance and operations related functions.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

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.

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 government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three 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 fund, debt service fund and capital projects fund, all of which are considered to be major funds.

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

Notes to 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

Statement of Net Position - The District's net position was \$7,229,933 at September 30, 2017. The following analysis focuses on the net position of the District's governmental activities.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Government-Wide Financial Analysis (Continued):

Tison's Landing Community Development District Statement of Net Position

	September 30, 2017	September 30, 2016
Assets, excluding capital assets	\$ 548,388	\$ 513,854
Capital Assets, net of depreciation	12,150,275	12,394,449
Total assets	12,698,663	12,908,303
Deferred Outflows of Resources	26,489	27,825
Liabilities, excluding long-term liabilities	90,252	43,832
Long-term Liabilities	5,404,967	5,618,201
Total liabilities	5,495,219	5,662,033
Net Position:		
Net investment in capital assets	6,771,797	6,804,073
Restricted for capital projects	167,832	210,806
Restricted for debt service	225,871	214,914
Unrestricted	64,433	44,302
Total net position	\$ 7,229,933	\$ 7,274,095

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2017 and 2016.

Changes in Net Position Year ended September 30,

	2017	2016
Revenues:		
Program revenues	\$ 888,024	\$ 914,992
General revenues	10,468	13,481
Total revenues	898,492	928,473
Expenses:		
General government	89,494	418,940
Maintenance and operations	674,412	836,482
Interest on long-term debt	178,748	320,144
Total expenses	942,654	1,575,566
Change in net position	(44,162)	(647,093)
Net position - beginning of year	7,274,095	7,921,188
Net position - ending	\$ 7,229,933	\$ 7,274,095

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2017 was \$942,654. The majority of these costs are comprised of maintenance and operations expenses.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2017, the District's governmental funds reported combined ending fund balances of \$533,587. Of this total, \$23,966 is nonspendable and \$40,467 is unassigned and available for spending at the District's discretion. The remainder of the fund balance \$469,154 is restricted to pay debt service and capital project costs.

The fund balance of the general fund increased \$20,131 due to a decrease in expenditures. The debt service fund balance increased by \$52,260 due to assessment revenue exceeding debt service expenditures. The capital projects fund balance decreased \$42,974 due to capital outlay expenditures.

General Fund Budgetary 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. There were no amendments to the September 30, 2017 general fund budget. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets - At September 30, 2017, the District had \$12,150,275 invested in infrastructure, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt - At September 30, 2017, the District had \$5,404,967 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to the financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact the *Tison's Landing Community Development District's* Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

FINANCIAL STATEMENTS

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

September 30, 2017

	Governmental Activities
Assets:	
Cash	\$ 4,151
Investments	127,194
Interest receivable	246
Accounts receivables	120
Prepaid costs	19,764
Deposits	4,202
Restricted assets:	
Temporarily restricted investments	392,711
Capital assets:	
Capital assets not being depreciated	5,607,329
Capital assets being depreciated, net	6,542,946
Total assets	<u>12,698,663</u>
Deferred Outflows of Resources:	
Deferred charge on refunding	<u>26,489</u>
Liabilities:	
Accounts payable and accrued expenses	14,801
Accrued interest payable	75,451
Noncurrent liabilities:	
Due within one year	205,000
Due in more than one year	5,199,967
Total liabilities	<u>5,495,219</u>
Net Position:	
Net investment in capital assets	6,771,797
Restricted for:	
Capital projects	167,832
Debt Service	225,871
Unrestricted	64,433
Total net position	<u><u>\$ 7,229,933</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ACTIVITIES

Year Ended September 30, 2017

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenue</u>			<u>Net (Expense)</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Revenue and Changes in Net Position</u>
					<u>Governmental Activities</u>
Governmental activities:					
General government	\$ 89,494	\$ 57,533	\$ -	\$ -	\$ (31,961)
Maintenance and operations	674,412	433,562	-	-	(240,850)
Interest on long-term debt	178,748	394,586	1,727	616	218,181
Total governmental activities	<u>\$ 942,654</u>	<u>\$ 885,681</u>	<u>\$ 1,727</u>	<u>\$ 616</u>	<u>(54,630)</u>
General Revenues:					
Investment income					2,166
Miscellaneous					8,302
Total general revenues					<u>10,468</u>
Change in net position					(44,162)
Net Position - beginning					<u>7,274,095</u>
Net Position - ending					<u>\$ 7,229,933</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET
GOVERNMENTAL FUNDS

September 30, 2017

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Assets:				
Cash	\$ 4,151	\$ -	\$ -	\$ 4,151
Investments	127,194	301,133	91,578	519,905
Interest receivable	-	189	57	246
Accounts receivable	120	-	-	120
Prepaid costs	19,764	-	-	19,764
Due from other funds	-	-	76,197	76,197
Deposits	4,202	-	-	4,202
Total assets	<u>\$ 155,431</u>	<u>\$ 301,322</u>	<u>\$ 167,832</u>	<u>\$ 624,585</u>
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable and accrued expenses	\$ 14,801	\$ -	\$ -	\$ 14,801
Due to other funds	76,197	-	-	76,197
Total liabilities	<u>90,998</u>	<u>-</u>	<u>-</u>	<u>90,998</u>
Fund Balances:				
Nonspendable	23,966	-	-	23,966
Restricted for:				
Debt service	-	301,322	-	301,322
Capital projects	-	-	167,832	167,832
Unassigned	40,467	-	-	40,467
Total fund balances	<u>64,433</u>	<u>301,322</u>	<u>167,832</u>	<u>533,587</u>
Total liabilities and fund balances	<u>\$ 155,431</u>	<u>\$ 301,322</u>	<u>\$ 167,832</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. 12,150,275

Deferred charge on refunding, which are expenditures in the funds, are deferred and amortized over the life of the bonds. 26,489

Liabilities not due and payable from current available resources are not reported in governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide statements.

Accrued interest payable	(75,451)	
Bonds payable	<u>(5,404,967)</u>	<u>(5,480,418)</u>
Net Position of Governmental Activities		<u><u>\$ 7,229,933</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

Year Ended September 30, 2017

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues:				
Special assessments	\$ 491,095	\$ 385,388	\$ -	\$ 876,483
Assessments-Prepayments	-	9,198	-	9,198
Miscellaneous and investment income	10,468	1,727	616	12,811
Total revenues	501,563	396,313	616	898,492
Expenditures:				
Current:				
General government	89,176	-	318	89,494
Maintenance and operations	312,363	-	-	312,363
Debt service:				
Interest	-	134,343	-	134,343
Principal	-	215,000	-	215,000
Capital outlay	8,078	-	109,797	117,875
Total expenditures	409,617	349,343	110,115	869,075
Excess (Deficit) of Revenues Over Expenditures	91,946	46,970	(109,499)	29,417
Other Financing Sources (Uses):				
Transfers in	4,382	6,074	76,981	87,437
Transfers out	(76,197)	(784)	(10,456)	(87,437)
Total other financing sources (uses)	(71,815)	5,290	66,525	-
Net change in fund balances	20,131	52,260	(42,974)	29,417
Fund Balances - beginning of year	44,302	249,062	210,806	504,170
Fund Balances - end of year	\$ 64,433	\$ 301,322	\$ 167,832	\$ 533,587

The accompanying Notes to Financial Statements are an integral part of this statement.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES**

Year Ended September 30, 2017

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds (page 10)	\$	29,417
Depreciation on capital assets is not recognized in the governmental fund statement; however, it is reported as an expense in the statement of activities.		(362,049)
Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost is recorded as capital assets.		117,875
Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.		
Principal payments		215,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	\$	(41,303)	
Amortization of deferred charge on refunding		(1,336)	
Amortization of bond discount		(1,766)	(44,405)
Change in Net Position of Governmental Activities (page 8)	\$		<u>(44,162)</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND

Year Ended September 30, 2017

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Special Assessments	\$ 489,762	\$ 489,762	\$ 491,095	\$ 1,333
Miscellaneous and Investment Income	3,000	3,000	10,468	7,468
Total revenues	492,762	492,762	501,563	8,801
Expenditures:				
Current:				
General government	95,012	95,012	89,176	5,836
Operation and maintenance	313,475	313,475	312,363	1,112
Capital Outlay	32,350	32,350	8,078	24,272
Total expenditures	440,837	440,837	409,617	31,220
Excess (Deficit) of Revenues Over Expenditures	51,925	51,925	91,946	40,021
Other Financing Sources (Uses):				
Transfers in	-	-	4,382	4,382
Transfers out	-	-	(76,197)	(76,197)
Total other financing sources (uses)	-	-	(71,815)	(71,815)
Net change in fund balance	51,925	51,925	20,131	(31,794)
Fund Balance - beginning	44,302	44,302	44,302	-
Fund Balance - ending	\$ 96,227	\$ 96,227	\$ 64,433	\$ (31,794)

The accompanying Notes to Financial Statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies:

Reporting Entity

Tison's Landing Community Development District, (the "District") was established by the City of Jacksonville, Florida, City Ordinance 2005-841 enacted on August 23, 2005 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, the power to borrow money and issue bonds, and the power to levy and collect non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose 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 (the "Board"), which is composed of five members. At present, the Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. CC Duval Property, LLP (the "Developer") owns a portion of the land within the District.

The Board has the final responsibility for, among other things:

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 14, 39 and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors 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.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Government-Wide and Fund Financial Statements

The 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 and 2) grants, contributions and investment income that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

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 recognized as revenues 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 District 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, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued):

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund - is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund - accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects 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 District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets - These assets represent cash and investments set aside pursuant to bond covenants.

Deposits and Investments - The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

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.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

Capital Assets - Capital assets, which include property, plant, equipment and infrastructure assets (e.g., utilities system, stormwater system, landscaping and similar items), are reported in the applicable governmental activities column 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 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.

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

Assets	Years
Equipment	5-10
Stormwater System	30
Infrastructure - amenity center	25

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 over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond 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 expenditures.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

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. The District has one item that qualifies for reporting in this category for the year ended September 30, 2017.

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. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

Net Position Flow Assumption - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance Flow Assumptions - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies - Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

Fund Balance Policies (Continued):

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

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 2 - Stewardship, Compliance and Accountability:

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

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

1. Each year the District Manager submits to the District Board proposed budgets for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain public comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. Subject to certain limited exceptions set forth in the District's appropriation resolutions adopted each year, all budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - 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 categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2017:

- Money market mutual funds of \$392,711 are valued using Level 2 inputs.

The District's investment policy is governed by State Statutes and the District Trust Indenture. This policy allows investments in any financial institution that is a qualified public depository of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280 of the Florida Statutes. Authorized investments are:

1. The State Board of Administration Local Government Investment Pool (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories;
4. Direct obligations of the U.S. Treasury.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments (Continued):

The SBA is not a registrant with the Securities and Exchange Commission (SEC); however, the State of Florida does provide regulatory oversight. The Board has adopted operating procedures consistent with the requirements for a 2a-7-like fund for the Florida Prime Fund; therefore, the pool net asset value per share can be used as fair value for financial reporting.

Investments made by the District at September 30, 2017 are summarized below. In accordance with GASB 31, investments are reported at fair value.

Investment Type	Fair Value	Credit Rating	Weighted Average Maturity
First American Treasury Obligation Fund V	\$ 392,711	AAAm	28 days
Local Government Investment Pool:			
Florida Prime	127,194	AAAm	51 days
	<u>\$ 519,905</u>		

Credit Risk:

The District's investment policy limits credit risk by restricting authorized investments to those described. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating.

Custodial Credit Risk:

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2017, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2017, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments (Continued):

Concentration of Credit Risk:

The District's investment policy does not specify limits on the amount the District may invest in any one issuer.

Interest Rate Risk:

The District's investment policy does not specifically address interest rate risk; however, the general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

Note 4 - Interfund Receivables, Payables and Transfers:

Interfund receivable and payable as of September 30, 2017 are as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Capital Projects	General	\$ 76,197
		<u>\$ 76,197</u>

Interfund transfers for the year ended September 30, 2017 are as follows:

<u>Transfers Out:</u>	<u>Transfers In</u>			<u>Total</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
General	\$ -	\$ -	\$ 76,197	\$ 76,197
Debt Service		-	784	784
Capital Projects	4,382	6,074	-	10,456
	<u>\$ 4,382</u>	<u>\$ 6,074</u>	<u>\$ 76,981</u>	<u>\$ 87,437</u>

Transfers from the general fund and capital projects fund was for capital outlay. Transfers from the capital projects fund to the general fund and debt service fund were in accordance with the Trust Indenture.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 5 - Capital Assets:

Capital asset activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental Activities:				
Capital Assets, not being depreciated:				
Land and land improvements	\$ 5,607,329	\$ -	\$ -	\$ 5,607,329
Total capital assets, not being depreciated	<u>5,607,329</u>	<u>-</u>	<u>-</u>	<u>5,607,329</u>
Capital Assets Being Depreciated:				
Infrastructure-stormwater management	5,688,380	-	-	5,688,380
Infrastructure-amenity center	4,027,806	34,975	-	4,062,781
Equipment	40,745	82,900	-	123,645
Total capital assets, being depreciated	<u>9,756,931</u>	<u>117,875</u>	<u>-</u>	<u>9,874,806</u>
Less Accumulated Depreciation for:				
Infrastructure-stormwater management	(1,548,503)	(189,613)	-	(1,738,116)
Infrastructure-amenity center	(1,382,365)	(162,246)	-	(1,544,611)
Equipment	(38,943)	(10,190)	-	(49,133)
Total accumulated depreciation	<u>(2,969,811)</u>	<u>(362,049)</u>	<u>-</u>	<u>(3,331,860)</u>
Total capital assets being depreciated, net	<u>6,787,120</u>	<u>(244,174)</u>	<u>-</u>	<u>6,542,946</u>
Governmental activities capital assets, net	<u>\$ 12,394,449</u>	<u>\$ (244,174)</u>	<u>\$ -</u>	<u>\$ 12,150,275</u>

Depreciation expense for 2017 in the amount of \$362,049 was charged to maintenance and operations. District improvements are substantially complete.

Note 6 - Long-Term Liabilities:**Special Assessment Revenue Refunding and Improvement Bonds, Series 2016A**

In August 2016, the District issued \$4,520,000 of Special Assessment Revenue Refunding and Improvement Bonds, Series 2016A-1 and \$1,135,000 of Subordinate Special Assessment Revenue Refunding and Improvement Bonds, Series 2016A-2. The 2016A-1 Bonds are due May 1, 2028 with a fixed interest rate ranging from 2.0% to 3.6% and the 2016A-2 Bonds due May 1, 2037 with a fixed interest rate of 4.7%. The Bonds were issued to finance the refunding of the 2005A Bonds and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2016A Bonds is to be paid serially, commencing May 1, 2017.

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Liabilities (Continued):

Special Assessment Revenue Refunding and Improvement Bonds, Series 2016A (Continued)

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. This requirement has been met at September 30, 2017.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Payment of principal and interest on the 2016A Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

Total principal and interest remaining on the Series 2016A Bonds at September 30, 2017 is \$7,698,542. For the year ended September 30, 2017, principal or interest paid was \$349,343 and total special assessment revenue pledged was \$394,586.

Long-term debt activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental activities:					
Bonds Payable:					
Series 2016A	5,655,000	-	(215,000)	5,440,000	205,000
Discount	(36,799)	-	1,766	(35,033)	-
Governmental activity long-term liabilities	<u>\$ 5,618,201</u>	<u>\$ -</u>	<u>\$ (213,234)</u>	<u>\$ 5,404,967</u>	<u>\$ 205,000</u>

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Liabilities (Continued):

At September 30, 2017, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2018	\$ 205,000	\$ 181,081
2019	205,000	176,036
2020	210,000	170,991
2021	220,000	165,846
2022	225,000	160,367
2023 - 2027	1,205,000	707,636
2028 - 2032	1,440,000	492,720
2033 - 2037	1,730,000	203,865
	<u>\$ 5,440,000</u>	<u>\$ 2,258,542</u>

Note 7 - Related Party Transaction:

Assessments from Significant Landowners

Significant landowners own a portion of land within the District; therefore, assessment revenue in the general and debt service funds include the assessments levied on those lots owned by the significant landowners. The significant landowner's portion of special assessment revenue for the year ended September 30, 2017 totaled \$198,507, which is 22% of total special assessment revenue. There were no amounts due from the significant landowners at year end.

Concentrations

A significant portion of the District's activity is dependent upon the continued involvement of the significant landowners, the loss of which could have a material adverse effect on the District's operations.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 8 - Management Company:

The District has contracted with a management company to perform management advisory services, which include financial advisory and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

Note 9 - 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. These risks are covered by commercial insurance from independent third parties. The District has not filed any claims under this commercial coverage during the last three years.

COMPLIANCE SECTION

**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
Tison's Landing Community Development District

We have audited, in accordance with 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 the *Tison's Landing Community Development District* (the "District") as of and for the year ended September 30, 2017, which collectively comprise the District's financial statements and have issued our report thereon dated April 3, 2018.

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 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 over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

MCDIRMIT DAVIS & COMPANY, LLC

934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803
TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

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 grant 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. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDiarmid Davis & Company, LLC

Orlando, Florida
April 3, 2018

MANAGEMENT COMMENTS

Board of Supervisors
Tison's Landing Community Development District

We have audited the financial statements of the *Tison's Landing Community Development District* (the "District"), as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated April 3, 2018.

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 Auditor General.

Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of 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 these reports, which are dated April 3, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

MCDIRMIT DAVIS & COMPANY, LLC

934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803
TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the *District's* 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.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate 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. In connection with our audit, we did not note any such findings.

Purpose of this Letter

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, the Board of Supervisors and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis & Company, LLC

Orlando, Florida
April 3, 2018

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Tison's Landing Community Development District

We have examined *Tison's Landing Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2017. Management is responsible for the 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 *and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States*, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

McDirmit Davis & Company, LLC

Orlando, Florida
April 3, 2018

To the Board of Supervisors
Tison's Landing Community Development District

We have audited the financial statements of Tison's Landing Community Development District (the "District") as of and for the year ended September 30, 2017, and have issued our report thereon dated April 3, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 16, 2015, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, and others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selections of accounting policies and no changes in significant accounting policies or their application during 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of depreciation is based on the estimated useful lives of the capital assets. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no identified misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated April 3, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the Board and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

McDiarmid Davis & Company, LLC

Orlando, Florida

April 3, 2018

Tison's Landing Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 ~ Phone: (904) 940-5850 ~ Fax: (904) 940-5899

April 3, 2018

McDermitt Davis & Company, LLC
934 North Magnolia Ave., Suite 100
Orlando, FL 32803

This representation letter is provided in connection with your audit of the governmental activities and each major fund of Tison's Landing Community Development District as of September 30, 2017 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations of the various opinion units of Tison's Landing Community Development District in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of April 3, 2018.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated July 16, 2015 for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility 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.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

Tison's Landing Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 ~ Phone: (904) 940-5850 ~ Fax: (904) 940-5899

- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- We have reviewed capital assets and infrastructure for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment, if necessary.
- All required supplementary information is measured and presented within the prescribed guidelines.

Tison's Landing Community Development District

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- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Tison's Landing Community Development District has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Tison's Landing Community Development District is contingently liable.
- WE have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70. *Accounting and Financial Reporting for Nonexchange Financial*

Tison's Landing Community Development District

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Guarantees, for those guarantees where it is more likely than not that the District will make a payment on any guarantee.

- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- Tison's Landing Community Development District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Signed: _____

Title: Secretary

Signed: _____

Title: Asst. Treasurer

EIGHTH ORDER OF BUSINESS



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

April 9, 2018

David deNagy, District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Tison's Landing Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the years ended September 30, 2018, 2019, and 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2018, 2019, and 2020.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

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Tison's Landing Community Development District
April 9, 2018
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Tison's Landing Community Development District's preparation and fair presentation of the financial statements 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 entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Tison's Landing Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund



Tison's Landing Community Development District
April 9, 2018
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. 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;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Tison's Landing Community Development District
April 9, 2018
Page 4

Management is responsible for identifying and ensuring that Tison's Landing Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Tison's Landing Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Tison's Landing Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Tison's Landing Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Tison's Landing Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Tison's Landing Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Tison's Landing Community Development District's Records and Assistance

If circumstances arise relating to the condition of the Tison's Landing Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Tison's Landing Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

Tison's Landing Community Development District
April 9, 2018
Page 5

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the years ending September 30, 2018 and 2019 will not exceed \$3,465, and our fee for the year ended September 30, 2020 will not exceed \$3,570, unless the scope of the engagement is changed, the assistance which Tison's Landing Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Tison's Landing Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Tison's Landing Community Development District, Tison's Landing Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Reporting

We will issue a written report upon completion of our audit of Tison's Landing Community Development District's financial statements. Our report will be addressed to the Board of Tison's Landing Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Tison's Landing Community Development District
April 9, 2018
Page 6

In addition to our report on Tison's Landing Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Tison's Landing Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

Dand Ng

May 8, 2018

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND POINCIANA COMMUNITY
DEVELOPMENT DISTRICT
(DATED APRIL 9, 2018)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCFL.COM

Auditor: J.W. Gaines

By: 

Title: Director

Date: April 17, 2018

District: Tison's Landing CDD

By: 

Title: District Manager

Date: May 8, 2018

NINTH ORDER OF BUSINESS

A.

FIRST AMENDMENT AND EXTENSION TO SERVICES AGREEMENT

THIS IS A FIRST AMENDMENT AND EXTENSION TO SERVICES AGREEMENT ("Amendment"), dated the 29 day of May, 2018, between:

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Jacksonville, Duval County, Florida, and having offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

CRYSTAL CLEAN POOL SERVICE, INC., a Florida corporation, whose business address is 9020 Berry Avenue, Suite 1, Jacksonville, Florida 32211 (the "Contractor").

WHEREAS, the District entered into a Services Agreement (Swimming Pool Maintenance) with Contractor, dated October 1, 2014 (, the "Service Agreement"); and

WHEREAS, the parties to the Agreement mutually agree amend Section 3.0 of the Agreement and to extend the term of the Agreement for an additional period through September 30, 2019; and

WHEREAS, the District Board of Supervisors authorized the proper officials of District to enter into this First Amendment and Extension to the Service Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment.

SECTION 2. Section 3.0. of the Agreement, entitled "Term" is hereby amended as follows:

3.0 Term. Contractor shall commence the provision of the Services to the Pools on the Effective Date. The initial term of this Agreement shall be from October 1, 2014 (the "Effective Date") through September 30, 2015; however, the Agreement may be extended at the option of the District and Contractor under the same terms and conditions for ~~two (2)~~ five (5) additional one-year terms beginning through September 30, 2020.

SECTION 3. The Term of the Agreement is hereby extended for an additional period through September 30, 2019.

SECTION 4. The Agreement is hereby amended to add Section 18.18, entitled "Public Records", as follows:

18.18 Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS

**REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS
AGREEMENT/CONTRACT, THE CONTRACTOR MAY
CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR
THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FLORIDA 32092
TELEPHONE: 904-940-5850 X404
EMAIL: DDENAGY@GMSNF.COM**

SECTION 5. This Amendment shall be effective retroactively to October 1, 2017.

SECTION 6. In all other respects the original Service Agreement, dated October 1, 2014, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Print Name: _____

Title: _____

Date: _____, 2018

Witnesses:

**CRYSTAL CLEAN POOL SERVICE,
INC., a Florida corporation**

Charles Ward Jr.

Print Name

By: James H. Miley

Print: JAMES H. MILEY

Title: VP

Kayla Belton

Print Name

29 day of May, 2018

(CORPORATE SEAL)

B.

SECOND AMENDMENT AND EXTENSION TO AGREEMENT

THIS IS A SECOND AMENDMENT AND EXTENSION TO AGREEMENT ("Amendment"), dated the 2 day of May, 2018, between:

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Jacksonville, Duval County, Florida, and having offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

CLEAR WATERS, INC., a Florida corporation, whose business address is 64 Bay Harbor Drive, Ponce Inlet, Florida 32127, and whose mailing address is P.O. Box 291522, Port Orange, Florida 32129 (the "Contractor").

WHEREAS, the District entered into a Agreement for Aquatics Maintenance Services with Contractor, dated October 1, 2014, amended by the First Amendment and Extension to Agreement, dated November 16, 2016 (collectively, the "Agreement"); and

WHEREAS, the parties to the Agreement mutually agree amend Section 5 of the Agreement and to extend the term of the Agreement for an additional period through September 30, 2019 in accordance with Contractor's proposal attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

WHEREAS, the District Board of Supervisors authorized the proper officials of District to enter into this Second Amendment and Extension to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment.

SECTION 2. The Agreement is amended and supplemented pursuant to the Proposal, thereby amending Section 4.A of the Agreement as follows:

A. District agrees to pay Contractor after services are provided the sum of ~~SIX HUNDRED NINETY FIVE AND 00/100 (\$695.00)~~ SEVEN HUNDRED FIFTY AND 00/100 (\$750.00) DOLLARS per month for monthly lake management services as described in this Agreement and the Proposal for an annual contract amount not-to-exceed ~~EIGHT THOUSAND THREE HUNDRED FORTY AND 00/100 (\$8,340.00)~~ NINE THOUSAND AND 00/100 (\$9,000.00) DOLLARS.

SECTION 3. Section 5 of the Agreement, entitled "Term" is hereby replaced with the following:

Section 5. Term. The Contractor shall commence work on October 1, 2014, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on September 30, 2015 (the "Initial Term"). This Agreement shall automatically renew on an annual basis for up to two (2) extension terms of one year each (through September 30, 2017), unless otherwise terminated by either party pursuant to Section 6 of this Agreement. Pursuant to the First Amendment and Extension to Agreement, dated November 16, 2016, the term of this Agreement was extended until December 31, 2017. Thereafter, upon the mutual agreement of the parties, the Agreement may be extended for periods of one (1) year each, consistent with the Fiscal Year of the District.

SECTION 4. The Term of the Agreement is hereby extended for an additional period through September 30, 2019.

SECTION 5. This Amendment shall be effective retroactively to January 1, 2018.

SECTION 6. In all other respects the original Agreement, dated October 1, 2014, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

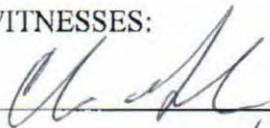
By: _____

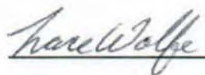
Print name: _____

Title: _____

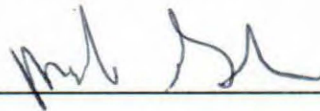
Date: _____, 2018

WITNESSES:


Chris Graham
Print name


Trace Wolfe
Print Name

CLEAR WATERS, INC., a Florida corporation

By: 

Name: MARK GRAHAM

Title: President

Date: May, 2nd, 2018

CORPORATE SEAL



Exhibit A

CLEAR WATERS INC.

P.O. Box 291522 Port Orange, FL 32129
Phone 386.767.4928 Fax 386.767.4713

CUSTOMER NAME: Tison's Landing CDD
c/o GMS, LLC
ADDRESS: 475 West Town Place Ste. 114
Jacksonville, FL 32092

ATTENTION: Brian Stephens
TELEPHONE: 904-6279271
EMAIL: bstephens@riversidemgtsvc.com

LAKE MANAGEMENT AGREEMENT

This agreement between Customer, at the address given, and Clear Waters Inc. consist of this page and page II Terms and Conditions. The exhibits referred to herein and any Contract Addendums attached or agreed to in the future. No modification of this Agreement shall be valid unless agreed to by both Parties and set forth in writing in the form of a Contract Addendum. This agreement is entered into in Volusia County, Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

SERVICE. Clear Waters Inc. agrees to deliver, for Customer's benefit, the services specified below, to follow good environmental and aquatic management practice, to use methods with a wide margin of safety for fish, waterfowl and human life, and to comply with applicable laws and rules. During the Term, Clear Waters Inc. will provide, for each work area, the service appropriate to work scope (defined in our proposal) and the number of annual visits specified (or a proportionate number if the term be other than 12 months). Clear Waters Inc. shall schedule all visits by month for optimum estimated effectiveness. In the case of PLP services, the number of annual visits shall be sufficient to maintain the work area to customer's satisfaction. Any SPEC program details are set forth by Contract Addendum.

WORK SCOPE	ANNUAL VISITS	WORK AREA DESCRIPTION	TOTAL COST
STD	12	Lakes 1 - 8 at Yellow Bluff Landing	\$9000.00

1. TERM AND STARTING DATE. The Term of this Agreement shall be 12 months or as otherwise provided by Contract Addendum. The term shall be measured in whole months, beginning the first day of the month in which services are initially provided. The Starting Date shall be as soon as practicable after Clear Waters, Inc. receives acceptance of this agreement and any required governmental permits, or: Calendar year 2019.
2. MAP. Work area references (if any) are defined in the Exhibit identified as Map Number: N/A.
3. TIME LIMITATIONS. The offer contained in this agreement shall have no further force or effect until accepted by the Customer (signed and returned to Clear Waters Inc. with the deposit). Clear Waters Inc. shall indicate its acceptance of this agreement by sending customer a contract confirmation and /or commencing work. Due to changing environmental conditions of lakes, this offer may not be valid after: 11/30/18.
4. TOTAL CONTRACT AMOUNT. The total contract amount is \$9000.00.
5. PURCHASE AND PAYMENT AGREEMENT. Customer agrees to purchase the services specified and to pay to Clear Waters Inc. the total contract amount as follows:

START-UP CHARGE (or deposit due with acceptance).....\$ N/A

PROGRESS PAYMENTS. This payment schedule is for customer's convenience, and does not reflect seasonal variations in the cost of providing these services. \$ 750.00 each month through the duration of this agreement.

Acceptance by customer

Date

Clear Waters

Date

Name Printed

Title

Clear Waters, Inc.
"Knowledgeable People Providing Quality Service"

C.

SECOND AMENDMENT AND EXTENSION TO AGREEMENT

THIS IS A SECOND AMENDMENT AND EXTENSION TO AGREEMENT ("Amendment"), dated the ____ day of _____, 2018, by and between:

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Jacksonville, Duval County, Florida, and having offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

IDLD USA, INC., a Florida corporation, whose business address is 10337 Marble Egret Drive, Jacksonville, Florida 32257, and whose mailing address is P.O. Box 551203, Jacksonville, Florida 32129 (the "Contractor").

WHEREAS, the District entered into an Agreement for Landscape Maintenance Services with Contractor, dated October 1, 2014, as amended by that First Amendment and Extension to Agreement, dated October 1, 2016 (collectively, the "Agreement"); and

WHEREAS, the parties to the Agreement mutually agree amend Section 5 of the Agreement and to extend the term of the Agreement for an additional period through September 30, 2019; and

WHEREAS, the District Board of Supervisors authorized the proper officials of District to enter into this Second Amendment and Extension to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment.

SECTION 2. Section 5 of the Agreement, entitled "Term" is hereby replaced with the following:

Section 5. Term. The Contractor shall commence work on October 1, 2014, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on September 30, 2015 (the "Initial Term"). This Agreement shall automatically renew on an annual basis for up to two (2) extension terms of one year each (through September 30, 2017), unless otherwise terminated by either party pursuant to Section 6 of this Agreement. Pursuant to the First Amendment and Extension to Agreement, dated October 1, 2016, the term of this Agreement was extended until September 30, 2018. Thereafter, upon the mutual agreement of the parties, the Agreement may be extended for periods of one (1) year each, consistent with the Fiscal Year of the District.

SECTION 3. The Term of the Agreement is hereby extended for an additional period through September 30, 2019.

SECTION 4. This Amendment shall be effective October 1, 2018.

SECTION 5. In all other respects the original Agreement, dated October 1, 2014, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Print name: _____


Title: _____

Date: _____, 2018

IDLD USA, INC., a Florida corporation

Leo Dickinson

Print Name

By: 
Print: Leo Dickinson
Title: Vice President

Print Name

26th day of May, 2018

D.

SECOND AMENDMENT AND EXTENSION TO SERVICES AGREEMENT

THIS IS A SECOND AMENDMENT AND EXTENSION TO SERVICES AGREEMENT ("Amendment"), dated the ____ day of _____, 2018, between:

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Jacksonville, Duval County, Florida, and having offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

RIVERSIDE MANAGEMENT SERVICES, INC., a Florida corporation, having its principal address at 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257 (the "Contractor").

WHEREAS, the District entered into a Services Agreement (Facility Attendant and Janitorial Services) with Contractor, dated October 1, 2014, amended pursuant to the First Amendment and Extension to Services Agreement, dated October 1, 2015 (collectively, the "Service Agreement"); and

WHEREAS, the parties to the Agreement mutually agree amend Section 2.B of the Agreement and to extend the term of the Agreement for an additional period through September 30, 2019; and

WHEREAS, the District Board of Supervisors authorized the proper officials of District to enter into this Second Amendment and Extension to the Service Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment.

SECTION 2. Section 2.B. of the Agreement, entitled "Term" is hereby amended as follows:

B. Term. The District agrees to pay Contractor for its services for the period between October 1, 2014 through September 30, 2015 (the "Initial Term"), in accordance with the terms and conditions contained in this Agreement. After the Initial Term, this Agreement may be extended for up to ~~three (3)~~ five (5) annual extension terms of one year each upon the mutual consent of the parties

SECTION 3. The Agreement is hereby amended and supplemented pursuant to the Contractor's proposal, dated April 15, 2018 attached hereto and made a part hereof as Exhibit A.

Section 2.D of the Agreement is amended to provide that the Annual Contract Amount for Fiscal Year 2019 shall be \$67,042.00 [\$48,902 for Facility Attendant, \$11,000 for Seasonal Facility Attendant (adding 166 hours), and \$7,140.00 for Janitorial].

SECTION 4. The Term of the Agreement is hereby extended for an additional period through September 30, 2019.

SECTION 5. The Agreement is hereby amended to add Section 23, entitled "Public Records", as follows:

23. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to

Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FLORIDA 32092
TELEPHONE: 904-940-5850 X404
EMAIL: DDENAGY@GMSNF.COM**

SECTION 6. This Amendment shall be effective retroactively to October 1, 2016.

SECTION 7. In all other respects the original Service Agreement, dated October 1, 2014, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAIDNER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**TISON'S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Print Name: _____

Title: _____

Date: _____, 2018

WITNESSES:

Samuel Cheswain
Print name

Christopher Hall
Print Name

**RIVERSIDE MANAGEMENT SERVICES, INC.,
a Florida corporation**

By: _____

Name: Richard M. Whetsel

Title: President

Date: May 2, 2018

CORPORATE SEAL

Exhibit A

RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West - Building 300 - Suite 305 - Jacksonville, Florida - 32257

April 15, 2018

Dave DeNagy
Tison's Landing Community Development District
475 West Town Place, Suite 114.
World Golf Village
St. Augustine, Florida 32092

Re: Facility Attendants, Facility Assistant and Janitorial Services

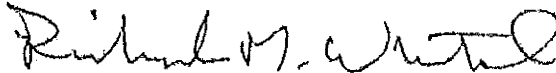
Dear Dave:

Please consider this proposal for Riverside Management Services, Inc. to continue providing the following services for the Tison's Landing Community Development District:

<u>Services</u>	<u>FY 2019 Proposed Fees</u>	<u>FY 2018 Budget</u>
Facility Attendant	\$48,902	\$47,478
Facility Assistant -Seasonal (add 166 hours)	\$11,000	\$7680
Janitorial Services	\$7,140	\$7,140

The proposed fees remain static for Janitorial Services, but are asking for a 3% increase for the Facility Attendant due to rising costs of employee health benefits and an additional 166 hours for the Facility Attendant. Should you have any questions or comments, please feel free to give me a call.

Sincerely,



Rich Whetsel
President

TENTH ORDER OF BUSINESS

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June 2018 (the "Agreement"), by and between:

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Jacksonville, Duval County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"),

and

SWIMFAMOUS LLC, a Florida limited liability company, whose business address is 16289 Dowing Creek Drive, Jacksonville, Florida 32218 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes and by City of Jacksonville Ordinance 2005-841-E; and

WHEREAS, the District, owns and operates certain recreational facilities located in the Tison's Landing residential development in Duval County, Florida (the "**Community**"), which includes an Amenity Center (with pool) for the use and benefit of the community's residents (the "**Recreation Facilities**"); and

WHEREAS, the District desires to provide residents with access to recreational classes and programs; and

WHEREAS, Contractor has petitioned the District for permission to conduct swim classes/programs at the Recreation Facilities, with a proposed class description and lesson plan, as more particularly shown in Exhibit A, attached hereto and incorporated herein (the "Services"); and

WHEREAS, Contractor represents that it is qualified to provide the Services to the District; and

WHEREAS, the District has approved Contractor's request to conduct the classes on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform the Services in accordance with this Agreement.

B. Contractor shall be solely responsible for the means, manner, and methods by which its performance of the Services is carried out.

C. Contractor shall provide the District with a list of participants at the beginning of each new class. Contractor shall ensure that all participants at any event or activity conducted by Contractor have signed liability releases and waiver forms in the District's favor, which must be signed by the participant's legal guardian(s) if the participant is a minor, in the form attached hereto as Exhibit B.

D. On each visit to the District's Recreational Facilities, prior to performing any Services under this Agreement, Contractor shall check in with the District's Recreational Facilities manager or his or her designee at the Tison's Landing Amenity Center within the District. Upon completing the Services on each visit, Contractor agrees to check out with the Recreational Facilities manager or his or her designee. Contractor or its authorized agent must remain on the subject premises until all participants in events or activities conducted pursuant to this Agreement have vacated the premises or made other arrangement to remain and utilize the Recreational Facilities or a portion thereof immediately following the Services provided by Contractor.

E. Contractor shall supervise and be responsible for the safety and conduct of all participants at any event or activity conducted by Contractor and its agents, volunteers, or employees engaged in the performance of Contractor's Services under this Agreement. Contractor shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. The District reserves the right to expel any person from District property who is causing a disturbance, is conducting themselves in violation of District rules and regulations, or whose conduct or activity presents a safety risk or other public nuisance. Neither the District nor any of its officers, agents, or employees shall be liable to Contractor for any damages that may be sustained by Contractor through exercise by District of such right. Contractor agrees to repair any damage resulting from Contractor's activities and Services within twenty-four (24) hours.

F. The District Manager of the District or his designee shall act as the District Representative with respect to the Services performed under this Agreement. The District's Recreational Facilities manager shall have complete authorization to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the

Services performed by Contractor.

H. At the request of the District's Recreational Facilities manager, Contractor agrees to meet with District Recreational Facilities manager to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

Section 2. Contractor shall not have exclusive use of the Recreation Facilities. Contractor shall have exclusive use of the portion or area of the Recreation Facilities designated by the District for such purposes during the times that the Contractor is conducting classes. Swim classes offered by Contractor shall be available only to residents of the Tison's Landing Community and non-residents who are members of the Amenity Center.

Section 3. Contractor may conduct swimming classes in the area of the Recreation Facilities designated by the Recreational Facilities manager for conducting classes during the days and times to be mutually agreed upon by the parties.

Section 4. Upon execution of the Agreement and at any time as requested by the District, Contractor shall provide the District with evidence of a Level I background screening pursuant to Chapter 435, Florida Statutes (the "**Screening**") for all persons conducting swim lessons at the Recreation Facilities and shall update the Screening upon request. If the screening reveals any information which causes the District to determine, in its sole discretion, that any person conducting swim lessons is unsuitable or unqualified to perform such lessons, the District reserves the right to require that such person not conduct swim lessons or to terminate this Agreement immediately.

Section 5. Contractor represents to the District that each instructor used by Contractor and working at or under its direction and supervision shall have sufficient experience and/or education to provide swimming instruction to groups of various ages and skill levels and also have valid certifications in safety training for swim instructors by the applicable certifying agency, and current certification in cardiopulmonary resuscitation and first aid.

Section 6. The Contractor shall commence work on June 18, 2018, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on September 30, 2018.

Section 7. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor.

Section 8. Contractor, and any subcontractor hired by Contractor to perform any Services pursuant to this Agreement, shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where

applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of \$100,000.00 per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (2) Comprehensive General Liability Insurance (occurrence form) with the following minimum limits of liability with no restrictive endorsements: \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (a) Premises and Operations
 - (b) Independent Contractors
 - (c) Product and Completed Operations Liability
 - (d) Broad Form Property Damage
 - (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Section 11 of this Agreement.
 - (f) Owner's or Contractor's Protective Liability
 - (g) Participant Injury
- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other vehicles or equipment used by Contractor in the performance of the obligations of this Agreement.
- (5) Participant Accident coverage, per injury with the following limits:

Accidental Death and Dismemberment	\$3,000.00 per injury
Excess Medical	\$3,000.00 per injury

B. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

C. The District, its staff, consultants and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be issued by an

insurance carrier licensed to conduct business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

D. Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

E. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which District is named as an additional insured shall not apply to District. The District shall provide written notice of occurrence within fifteen (15) working days of District's actual notice of such an event.

F. If Contractor 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 Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Section 9.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor and the District hereby agree and covenant that specific additional consideration in the amount of ten dollars (\$10.00) is sufficient to support this obligation of indemnification provided for in this Section.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him/her, for the Services. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

Section 10. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. The District does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Contractor or any of its vendors will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Section 12. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

Section 13. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 14. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

Section 15. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 16. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out

Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 17. Contractor shall be required to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the Services being performed by Contractor under this Agreement.

Section 18. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. Agreement; followed by;
- B. Exhibit A.

Section 19. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 20. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 21. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 22. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 23. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 24. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be

(as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: Tison's Landing Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

CONTRACTOR: Swimfamous LLC
16289 Dowing Creek Drive
Jacksonville, Florida 32218
Attention: Manager

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 25. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 26. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Duval County, Florida.

Section 27.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the Services set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Services provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**GOVERNMENTAL MANAGEMENT SERVICES
475 WEST TOWN PLACE,
SUITE 114
ST. AUGUSTINE, FLORIDA 32092
904.940.5850 X404 (OFFICE)
904.940.5899 (FAX)
ddenagy@gmsnf.com**

Section 28. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 29. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against either party.

Section 30. This Agreement shall be effective after execution by both the District and the Contractor.

Section 31. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

[Signature]
Secretary/Assistant Secretary

TISON'S LANDING
COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
Chairperson/Vice-Chairperson
25 day of JUNE, 2018

SWIMFAMOUS LLC, a Florida
limited liability company

Tanesha Snipes
Print Name

Tanesha Snipes
Print Name

By: Tanesha Snipes
Print: Tanesha Snipes
Title: Owner
16 day of June, 2018

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of SWIMFAMOUS LLC, a Florida limited liability company. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name

Commission Expires: _____

EXHIBIT A

Class Description and Lesson Plan

Swimfamous LLC.

Learning to Swim

This summer is the perfect opportunity to learn to swim. As a teacher I know the importance of educating our youth in every aspect of their lives, which will ensure a brighter future for us all. Water Safety is so important moreover, learning to swim can save lives. Whether you're in or around the water this summer, you live near the beach or have a pool, you want to swim for exercise or pleasure, already know the basics or have the slightest clue what to do, Swimfamous offers swim classes and water aerobics for people of all ages and abilities. Our Mission is for all swimmers to develop good habits in, on, and near water, become comfortable in the water, learn and refine new strokes, and become stronger, safer swimmers. Remember it's never too late or too early to learn to swim.

- **Parent/Tot Classes:** This is a 30-minute fun class, parent & child engage in activities and singing that help your child feel comfortable in the water. Your instructor leads you through a routine each class that helps your child relax and enjoy. Age 1 to 4 years are welcome.
- **Learn To Swim Classes:** This is a 45 minute class with a maximum of 6 students. Age 5 years - 12 years are welcome. These classes are for beginners until they can swim the width of our pool with no assistance in the freestyle and backstroke.
 - ❖ Ages 5 & 6
 - ❖ Ages 7 & 8
 - ❖ Ages 9 & 10
 - ❖ Ages 11 & 12
- **Adult Lessons:** I specialize in teaching adult swim lessons. All adult lessons are booked as private lessons (see below). I have great success helping adults to learn how to swim on their own. Often times an adult only needs to work on one area such as their breath control, or their kick. I work with adults who are fearful and have never swam.
- **Private Lessons:** I offer private lessons at \$25 per 30-minute lesson. These are one on one. In private lessons a family can request that certain skills be worked on to suit the individual needs of a child. I require that at least four private lessons be booked when beginning lessons. You can schedule private lessons once or twice a week, and the schedule will be arranged one week prior to lesson.
- **Water Aerobics:** This is a 60-minute classes to build cardiovascular fitness and strength. Just like swimming, our water aerobics classes are easy on your joints, yet challenging enough to help you reach new levels of fitness. Because of their low-impact format, water aerobics classes are suitable for every age and fitness level, from beginning exercisers through elite athletes. Participants may bring and use their own water shoes and gloves.

Swim 101: Basic Skills for Ages 3 to 5 LESSON PLAN



MINUTES

ACTIVITY/EXERCISE

TEACHING POINTS

0 - 2

Stationary Kick

"Your Motorboat's Stuck in the Mud!"

Instructions: "Turn around, hands and elbows on the bench/step, chin on the water, and let's get your motorboat out of the mud. Ready, set, Kick!"

Cues: "Small, Fast Kicks! Fast feet!"

TIP: Manipulate the child's legs so he/she feels the proper flutter kick movement. Place your hands just below his knees.

2 - 8

Front Kick

- Let's Go Grocery Shopping! (days 1 & 2)
 - Let's Build a Castle! (days 3 & 4)
 - Let's Go Fishing! (days 5 & 6)
- * Repeat

Instructions: "Hold the noodle in the middle, elbows on top like chicken wings, and pull the noodle up under your chin."

Cues: "Small Fast Kicks! "Fast feet!" "Splash the Feet!"

Feedback: "Straighten the legs some..." (Some flexion is good; excessive knee bend is not.)

TIP: Use the new "Sack of Sugar" technique to manipulate the legs. Let your student compare and contrast by letting them feel the correct way to kick, the incorrect way, and the correct way again.

8 - 12

Breath Holding & Breath Control

- "Danny the Dolphin Time!" (days 1 & 2)
- "Ring Around the Rosies" (days 3 & 4)
& Pop Goes the Weasel!"
- "Hide Frog Hide!" (days 5 & 6)

1. First-time Submersion Progression: 1) Chin 2) Lips 3) Nose 4) Eyelashes 5) Hair 6) Head.

2. Breath-holding Progression: 1) 1 second 2) 2 seconds 3) 3 seconds 4) 4 seconds 5) seconds.

*****Important Safety Rule:** NEVER allow children to hold their breath more than 10 seconds.

3. Breath-control Progression: 1) 2 in a row 2) 3 in a row 3) 5 in a row 4) 7 in a row 5) 10 in a row.

Cues: "Get Your Air, Blow it Out!"

TIP #1: Use gentle approach, but don't ask, "Do you want to?" Say, "when I count to three put your lips in the water."

TIP #2: Demonstrate! Encourage children to open their eyes. Don't allow children to hold their nose.

TIP #3: DO NOT FORCE SUBMERSIONS! Children should make the conscious decision to submerge on their own.

12 - 16

In-Line Kick Exercise

"Superheroes"

Instructions: "Hold the barbell with your arms straight. When I say 'up, up,' you say, 'and away!' Put your face in and kick to me. Ready, up, up... (your students reply 'and away' which is their start signal).

Progression:

1) Arms straight w/barbell, kicking and working on first-time submersion progression.

2) Arms straight w/barbell, kicking and holding the breath, and face in the water (in-line head position).

3) Arms straight without barbell, kicking and holding the breath, and face in the water (in-line head position).

TIP: Demonstrate the skill and focus your students on your head position (in-line head position).

16 - 20

Back Kick

"Sing Yourself to Sleep!"

Instructions: "Pretend the noodle is your pillow and place it behind your head. When I count to three, put your ears in the water, tummy up, and kick while you sing "Twinkle, Twinkle Little Star."

When I say "go," put your ears in the water and kick your legs.

Cues: "Little, fast kicks." "Ears in the water." "Tummy up."

Hold Progression: 1) Cheek-to-cheek. 2) Head and Hip Support. 3) Head Support. 4) No Support.

Kick Progression: 1) Noodle behind head. 2) Hold noodle under the chin. 3) No equipment, hands at sides.

TIP: Compare & Contrast: Demonstrate the kick correctly, incorrectly, and correctly again so your students can see the difference.



IMPORTANT SAFETY TIP: Require your student(s) to obey your "start & stop signals" AND avoid turning your back on a non-swimmer. A child can become submerged in a matter of seconds, and can lose consciousness in less than two minutes. Close and constant supervision is of utmost importance at all times.

Swim 101: Basic Skills for Ages 3 to 5 LESSON PLAN

SWIM LESSONS
UNIVERSITY

MINUTES

20 – 25

ACTIVITY/EXERCISE

Swim with Pop-up Style Breathing
"Pretend You're a Fish!"

TEACHING POINTS

Instructions with a Demonstration: "Let's pretend you're a fish. What kind of fish do you want to be? I'm going to be a blue dolphin. Let's imagine you're the coach and I am your dolphin. You coach me. Say: 1, 2, 3, 4, 5, 6, BREATHE, 1, 2, 3, 4, 5, 6, BREATHE while I swim toward you. Now it's your turn!"

Progression:

Stage One: Arms straight with barbell, kicking and working on first-time submersion progression.

Stage Two: Surface Swim and Instructor-assisted Pop-up Style Breathing.

Stage Three: Surface Swim and Pop-up Style Breathing Independent of Instructor (dependent on flotation only).

*** When a student begins successfully practicing stage three, you can punch out DPB (Dependent Pop-up Breath).

CUES & BUZZWORDS:

"1, 2, 3, 4, 5, 6, Breathe"

"and Kick, Kick, Kick..."

"and Swim ..."

"and Face-in..."

TIP #1: In Stage One, work on first-time submersion with the barbell until the child holds his breath for 1.5 - 2 seconds. At that point, move to Stage Two and start working on Surface Swim with Pop-up Style Breathing.

TIP #2: In Stage Two, teach your student to breathe about three seconds or every six flutter kicks.

TIP #3: In Stage Two, when it's time to get a breath, place your hand under your student's belly to provide a gentle lift until he/she starts to understand the timing of the breath on his/her own. You can also try the lift by placing a hand under the armpit instead.

TIP #4: If your student is keeping the face out of the water too long, you can give him/her a gentle tap on the head and a verbal cue like "and Face-in" BUT NEVER FORCE the face in the water.

TIP #5: In Stage Three, do not remove flotation until the breath is taken without hesitation and the child confidently gets the breath and puts the face right back in the in-line swimming position.



IMPORTANT SAFETY TIP: Require your student(s) to obey your "start & stop signals" AND avoid turning your back on a non-swimmer. A child can become submerged in a matter of seconds, and can lose consciousness in less than two minutes. Close and constant supervision is of utmost importance at all times.

EXHIBIT B

Form of Waiver of Liability

TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

Amenity Center Swim Program Release of Liability Form

Participant Name: _____ Date: _____

Street Address: _____

Daytime Phone: _____ Email Address: _____

The undersigned, being over the age of eighteen (18) years, and as a Participant or the Parent of Legal Guardian of a minor Participant ("Minor Child"), hereby acknowledges that I have inspected (1) the Swimfamous LLC Swim Program (the "Program"), offered by an independent individual or independent contractor at the Tison's Landing Community Development District Amenity Center, which include, but are not limited to, the swimming pool, swimming pool deck and area, sidewalks, recreation areas, walkways, clubhouse program room, restroom areas, and other Amenity Center facilities (collectively, the "Recreational Facilities"). I understand and acknowledge that the individual or entity offering the Program is an independent contractor of the Tison's Landing Community Development District (the "District"). In consideration of the permission granted me to avail myself of the Program offered by the Contractor at the Recreational Facilities, I hereby release, waive, indemnify and hold harmless the District, officers, officials, agents, and employees from any and all liabilities, claims, demands, actions, suits, or judgments for loss, damage, injury that I, my Minor Child, or my family may sustain by reason or arising out of or in connection with my or my Minor Child's acts or omissions, negligence, participation in the Program, or use of the Recreational Facilities or the acts, omissions or negligence of the District, and their respective officers, officials, agents and employees. I fully acknowledge and understand that I am fully responsible for my acts, omissions, and negligence, and the acts, omissions and negligence of my Minor Child

I am also fully aware of the dangers and risks, foreseen and unforeseen, known and unknown, of injury inherent in my and my Minor Child's use of the Recreational Facilities and participation in the Program. I understand that swimming and Program participation can be dangerous and that the District recommends and requests that I consult with my physician with respect to any past or present illness or injury that may affect my or my Minor Child's participation in or ability to engage in exercise and activities at the Recreational Facilities. I further understand that I am financially responsible for any damages incurred by the Tison's Landing Community Development District and caused, in whole or in part, by myself or my Minor Child using the Recreational Facilities.

I have read, understand, and agree to comply with and abide by all provisions pertaining to the Amenity Center as set forth in the Tison's Landing Community Development District Rules and Regulations and Amenity Center Rules, as amended from time to time.

In signing below, I am acknowledging that I have read and understand the entirety of this Amenity Center Release of Liability Form.

WITNESS:

Participant Signature (or Parent or Legal Guardian
Signature if Participant is a Minor)

Print Name

ELEVENTH ORDER OF BUSINESS

A. USER FEE STRUCTURE

- (1) The annual user fee for an individual not owning property within the District is \$1,250.00. The annual user fee for a non-owner is valid for a maximum of two (2) adults and their dependents, if any.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee-paying families. There is a \$30.00 charge to replace lost cards. Replacement cards may be obtained through the Amenity Manager.
- (3) All Guests must be accompanied by a Patron (as defined below) at all times. Patrons are limited to a maximum of five (5) guests, per household, at a time. Children two (2) years of age and younger are not considered "registered guests." Patrons must be present in order for guests to use the facility.
- (4) The person making a fee payment where a check is returned due to insufficient funds will be assessed a \$50.00 Returned Check/Insufficient Funds fee.
- (5) Two (2) Guest Passes will be given to each household, each permitting twenty (20) "registered guests." Patrons may pick up their two (2) Guest Passes after the first of every New Year. Guest Passes expire the last day of every year. Patrons must present their Guest Pass when checking in all guests. For every Patron, up to five (5) guests per household per visit are permitted. The Facility Attendant or Amenity Manager will hole-punch the Guest Passes. If at any point Guest Passes become lost or stolen, additional Guest Passes may be purchased for \$25.00 each.
- (6) Patrons (as defined below), at the time of application for a facility access card or at anytime thereafter may be subjected to a criminal background or sexual offender/sexual predator check ordered or performed by the Amenity Manager or his or her designee.

B. GENERAL PROVISIONS

- (1) District property owners and non-resident fee payers ("Patrons") must present their access cards and register upon entering the Tison's Landing Amenity Center ("Amenity Center") or when using District property.
- (2) Children under fourteen (14) years of age must be accompanied by a parent or authorized person eighteen (18) years or older.
- (3) The Amenity Center's hours of operation will be 5:00 a.m. to 10:00 p.m., or as established and published by the District from time to time.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to Amenity Manager in at least 48 hours in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured.
- (5) Dogs or other pets (with the exception of service animals, such as "Seeing Eye Dogs") are not permitted at the Amenity Center facilities, Pool deck, Tennis Courts, Tot lot, dogs may be unleashed in the enclosed dog park. (See Dog Park Section M). Where dogs are permitted on the grounds, they must be leashed at all times.
- (6) Vehicles must be parked in designated areas. Vehicles may not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or guest is allowed in the service areas of the facility.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (10) The Board of Supervisors and personnel of the Amenity Center have full authority to enforce these rules and regulations.
- (11) Facility Access Cards will be issued to Patrons at the time they become entitled to use the facilities. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Manager or Staff.
- (12) Smoking, which includes vaping is not permitted anywhere in the Amenity Center.
- (13) Guests must be registered and accompanied by a Patron before entering the Amenity Center or using any District facilities.
- (14) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.

- (1) All Patrons and guests using the Off-Leash Dog Park (the "Dog Park") are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the Tison's Landing Community Development District governing amenity facilities. Any disregard or violation of these policies and rule or misuse or destruction of Dog Park facilities or equipment may result in the suspension or termination of Dog Park or Amenity Center privileges. Guests may use the Dog Park if accompanied by an adult Patron.
- (2) **Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. Owners are fully responsible for the behavior of their dog.**
- (3) *General Policies applicable to those owners and handlers bringing dogs to the Dog Park:*
- The only pets permitted to use the Dog Park are dogs; no other pets are permitted.
 - Dogs shall be leashed at all times except when in designated "off-leash" areas within the Dog Park.
 - Dogs shall be supervised and in view at all times and never be left unattended.
 - Have a leash in hand at all times and in the event of any problems, quickly leash your dog and remove the dog from the Dog Park. Any dogs displaying aggressive behavior shall immediately be leashed and removed from the Dog Park.
 - Be polite and "Scoop the Poop!" Pet waste stations and trash cans are located at the Dog Park.
 - No prong, pinch, or spiked collars are permitted within the fenced area constituting the Dog Park.
 - Dogs shall be kept from digging or damaging any equipment or Dog Park lands or facilities. Any holes made by a person's dog shall be filled by that person.
 - Dogs in heat or with fleas, skin conditions, or otherwise ill are not permitted in the Dog Park.
 - Dogs shall be up-to-date on vaccinations prior to entering the Dog Park, and shall have current rabies and applicable license tags clipped to their collars at all times.
 - No human or people food is permitted at the Dog Park.
 - No brushing or grooming of dogs is permitted within the Dog Park.

N. BARBECUE GRILL POLICIES

- Use of the Barbecue Grill is limited to Patrons, their guests and their family members.
- Except during District-sponsored events, the Barbecue Grill may only be used when the Amenity Manager or Attendant is present.
- Use of the Barbecue Grill is on a first come, first serve basis, unless it is included in a facility rental.
- The Barbecue Grill is not supervised while in use and is used at the Patron's own risk.
- No persons under the age of eighteen (18) may operate the Barbecue Grill at any time.
- Glass and other breakable items are not permitted around the Barbecue Grill.
- Alcoholic beverages are not permitted around the Barbecue Grill.
- Patrons must thoroughly clean the Barbecue Grill after each use. Cleaning supplies are available from the Amenity Center Staff Members.
- Patrons must provide their own cooking implements.
- Patrons must notify Amenity Staff when they are finished using the Barbecue Grill. Staff will ensure that the Barbecue Grill has been properly cleaned and lock the Barbecue Grill after each use.

O. FACILITY RENTAL POLICIES

- (1) Patrons may reserve certain portions of the Amenity Center for private events. Only a portion of the Amenity Center is available for rental and reservations must be made and approved at least 2 weeks and no more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Center only once per quarter of the calendar year. Persons interested in doing so should contact Amenity Manager regarding the anticipated date and time of the event to determine availability. Except for the Covered Pavilion at the Tennis Courts / Ballfield, please note that the balance of the Amenity Center is unavailable for private events on the following holidays:

Easter Sunday	Thanksgiving
Memorial Day	Christmas Eve
4 th of July	Christmas Day
Labor Day	New Year's Eve
	New Year's Day

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(2)

Available Facilities: Certain areas of the Amenity Facility

are available for private rental (capacity; rental fee established by rule) for up to four (4) total hours (including set-up and post-event cleanup) where the available time blocks are preset. The three (3) preset time blocks available are (i) 9:00a.m. - 1:00p.m., (ii) 1:30p.m. - 5:30p.m., and (iii) 6:00p.m. - 10:00p.m.

The following areas are available during the Fall/Winter and Spring/Summer Seasons:

- Social Room, Kitchen & Half Patio
- Covered Veranda (Half Patio Only)
- Covered Pavilion at Tennis Court / Ball Field

The pool, pool deck and side area of the covered veranda near the Amenity Center restrooms are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.

The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

(2)

Reservations: Patrons interested in reserving certain areas of the Amenity Facility must submit a completed Facility Use Application to the Amenity Manager. At the time of approval, two (2) checks or money orders (NO CASH) made out to the "Tison's Landing Community Development District" should be submitted to Governmental Management Services in order to reserve the desired area of the Amenity Center. Please submit all checks and completed rental application to the Amenity Manager. One (1) check should be in the amount of the rental fee, to include a service fee, and the other check should be in the amount of the deposit. Governmental Management Services will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

Additional hours are available at the per-additional hourly rate. Patrons may reserve Covered Veranda and Covered Pavilion at the Tennis Court / Ballfield by contacting the Amenity Center Manager. When not the subject of a reservation, the Covered Veranda and Covered Pavilion at the Tennis Court / Ballfield are available on a first come, first serve basis.

The rental rates as set forth below include a four (4) hour block of time. Additional hours beyond four (4) are available at the designated per hour rental fee.

(3)

Fees and Deposits. The rental fees and deposits for the use of the District's recreational facilities for private social gatherings are as follows. If facility reservations are cancelled within 48 hours of the event, rental and staffing fees will be nonrefundable.

Tison's Landing Facility Rental Fee (4 hours)	Fee	Deposit
Social Room, Kitchen & Half Patio	\$125.00	\$250 – Private Party (1-25 attendees)
Covered Veranda (Half Patio Only)	\$75.00	\$500 – Private Party (26-50 attendees)
Covered Pavilion at Tennis Court / Ball Field	\$15.00	\$100.00
Additional Hourly Rental Fee (per additional hour)	\$10.00	\$35.00
		NA

(4)

Refund of Deposit: To receive a full refund of the deposit, the following must be completed where applicable:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, and all cabinets and used appliances.
- Clean any windows and doors in the rented area.
- Ensure that no damage has occurred to the Amenity Center and its property.
- Patron and Patron's guests are required to adhere to all Amenity Center and pool rules and regulations. Failure to comply with such rules and regulations may result in the forfeiture of Patron's deposit.

If additional cleaning is required, the Patron reserving the area under the Pavilion area will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

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(5) *General Policies:*

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- Certain areas of the Amenity Center may be rented after its normal operating hours until 10:00 p.m.
- The volume of live or recorded music must not violate applicable Duval County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- No offensive music, lyrics or profanity is allowed on the Amenity Center premises.

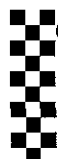
P. SUSPENSION AND REVOCATION OF PRIVILEGES

- (1) Membership and use rights and privileges at the Amenity Center of any person (and the benefits of their guests) may be suspended by the Amenity Manager if, in the sole judgment of the Amenity Manager, it is determined that the person:
- Submitted false information on the application for a pass or membership.
 - Permitted the unauthorized use of a pass.
 - Failed to abide by or has violated one or more of these Rules and Policies established for the use of facilities.
 - Treated the Amenity Manager, personnel, employees, other Patrons of the facilities in an unreasonable or abusive manner.
 - Engaged in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Center or its management.
 - Injured or harmed or threatened to injure or harm any other person at the Amenity Center, or harmed, destroyed or stolen any personal property on the Amenity Center property or within the Amenity Center, whether belonging to a third party or to Tison's Landing Community Development District.
- (2) *Types of Suspension.* Amenity Manager or District Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Amenity Center, for such period of time as reasonably determined by Amenity Manager or District Manager, as the case may be, but for periods no longer than six (6) months per violation. In addition, Amenity Manager or District Manager may suspend some membership rights while allowing a Patron to continue to exercise other membership rights. For example, Amenity Manager may suspend the rights of a particular Patron (or family member), or Amenity Manager may prohibit a Patron (or family member) from using the pools or other Amenity facilities. Any suspension shall be in writing and sent by the Amenity Manager or District Manager to the suspended person(s) as the address(es) on file with the Amenity Center. No person whose membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees, District assessments, or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues, Club Fees, and District assessments shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the Amenity Center and the Tison's Landing Community Development District, including but not limited to any amounts arising out of or in any way connected to damage caused to the Amenity Center by said person, his or her family member(s) or guests, are paid in full.
- (3) *Appeal of Suspension.* Any person suspended by the Amenity Manager or District Manager pursuant to this Section P may appeal such suspension to the District Board of Supervisors. Appeals must be in writing and shall be filed with the Amenity Manager or District Manager within forty-five (45) days of the date of the suspension letter. The Board of Supervisors will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board of Supervisors. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.

Q. PARKING

- (1) No vehicle or trailer (collectively referred to herein as, "Vehicle") shall be parked at any time, in whole or in part, on any District property or property interests not designed and maintained as a parking area, including swales, grassed areas, and medians.
- (2) Any Vehicle lawfully parked on the public rights-of-way within the boundaries of the district shall not park in any manner which disrupts the normal flow of traffic, blocks the ingress or egress of other vehicles, including, but not limited to, trucks and emergency vehicles, requires any other vehicle to leave the paved surface to pass, or requires the wheels of said vehicle to be within any grassed swale.
- (3) Vehicles utilizing the Amenity Center parking lot shall be parked within parking spaces designated or marked for vehicular parking. Parking within the Amenity Center parking lot shall be on a first come, first serve basis for individuals utilizing the Amenity Center during Amenity Center operating hours.

THIRTEENTH ORDER OF BUSINESS



204 Pond Run Lane
Jacksonville, Florida 32218
904-382-6417

Conner Family

Fax

To:	David deNagy	From:	Victoria Conner
Fax:	904-940-5899	Pages:	2
Phone:	904-940-5850	Date:	07/03/2018
Re:	Appeal Suspension of Amenity Center	cc:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

July 3, 2018

Victoria Conner

204 Pond Run Lane

Jacksonville, Florida 32218

Tison's Landing Community Development District

475 West Town Place, STE #114

St. Augustine, Florida 32092

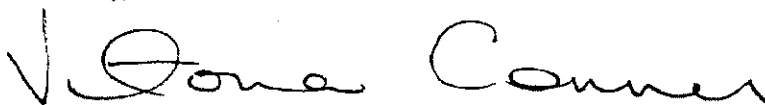
Dear Mr. deNagy

I am writing you to appeal the Conner's family suspension of the Yellow Bluff Landing's amenity center. I rented the patio space for my daughter's baby shower on March 3rd. I was sure to make sure my family all followed the rule of renting the space, cleaned and left the space in the same condition it was when we arrived.

When I realized the check was written on an account I no longer use, I was frantic. I went to speak to Maria a few days to resolve this issue, and explained that it was an honest mistake. I even tried to pay her then with a money order. She asked that I wait until I heard something from your office.

Concluding, I am not disputing the fact I owe the District the monies. I am disputing the suspension of the amenity center for the whole family and believe it should only be until I resolve the issue of payment. Please notify me of the Board's decision on this matter as soon as possible, and I will forward a copy of this letter to the District Board of Supervisors as well.

Sincerely,

A handwritten signature in black ink that reads "Victoria Conner". The signature is written in a cursive, flowing style.

Victoria Conner

FIFTEENTH ORDER OF BUSINESS

B.

**ENGINEER'S
2018 ANNUAL REPORT**

FOR THE

**TISON'S LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:

DRAFT

**BOARD OF SUPERVISORS
TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

PREPARED BY



England-Thimys & Miller, Inc.

VISION • EXPERIENCE • RESULTS

Engineers – Planners – Surveyors – Landscape Architects

14775 Old St. Augustine Road

Jacksonville, Florida 32258

Certificate of Authorization Number: 2584

ETM Job Number: E 02-05-07

Date: June 7, 2018

England-Thimys & Miller, Inc.

Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etminc.com>

Table of Contents and Engineer's Signature Page

Project Name: **HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**
Project Location: East of State Road 13 and South of State Road 16
Project City / State: St. Johns County, Florida
Programs used: Microsoft Word and Excel 2016, AutoCAD C3D 2017
Etm Job No. E 03-099-01

TABLE OF CONTENTS:

<u>Sections</u>	<u>Item</u>
A	Table of Contents and Engineer's Signature Page
B	Master Site Plan
C	Amenity Center Site Plan
D	General Information
E	Project Background
F	Public Agency Ownership
G	Entrance Monument and Signage
H	Amenity Center and Recreational Facilities:
I	Pockets Parks:
J	Road Right Of Ways And Associated Landscaping:
K	Conservation / Preservation Areas:
L	Storm Water Management Facilities:
M	Storm Water Management Facilities:
N	Long Term Maintenance:
O	Project Photographs

Portion of pages or sections of this report signed and sealed by Engineer
Sections A-N Only



England - Thims & Miller, Inc.
14775 Old St. Augustine Rd., Jacksonville, Fl. 32258
Phone (904) 642-8990 CA No: 2584

Lockwoods@etminc.com (904) 265-3163

Scott Jordan Lockwood, P.E.

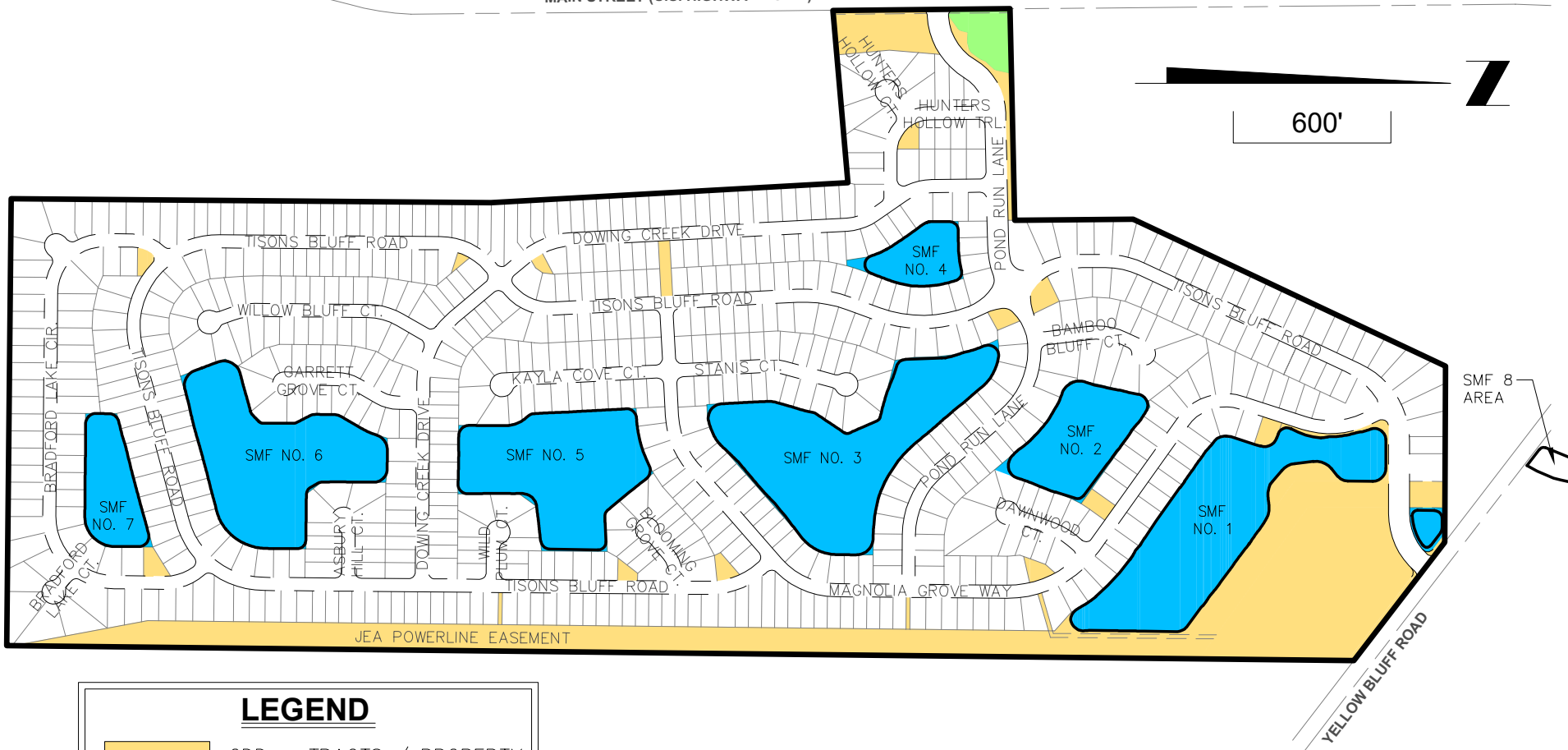
P.E. No. 68426

Notes:

1. This document is prepared in for use by the Southaven Community Development District, St. Johns County Florida and it is not intended for any other agency or third party use.
2. This document has been Digitally signed and sealed, printed copies of this document are not considered signed and sealed

MAIN STREET (U.S. HIGHWAY NO. 17)

600'



LEGEND

- CDD - TRACTS / PROPERTY
- CDD - SMF (STORMWATER MANAGEMENT FACILITY)
- CDD - CONSERVATION / UPLAND BUFFERS

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.

ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

MASTER SITE PLAN

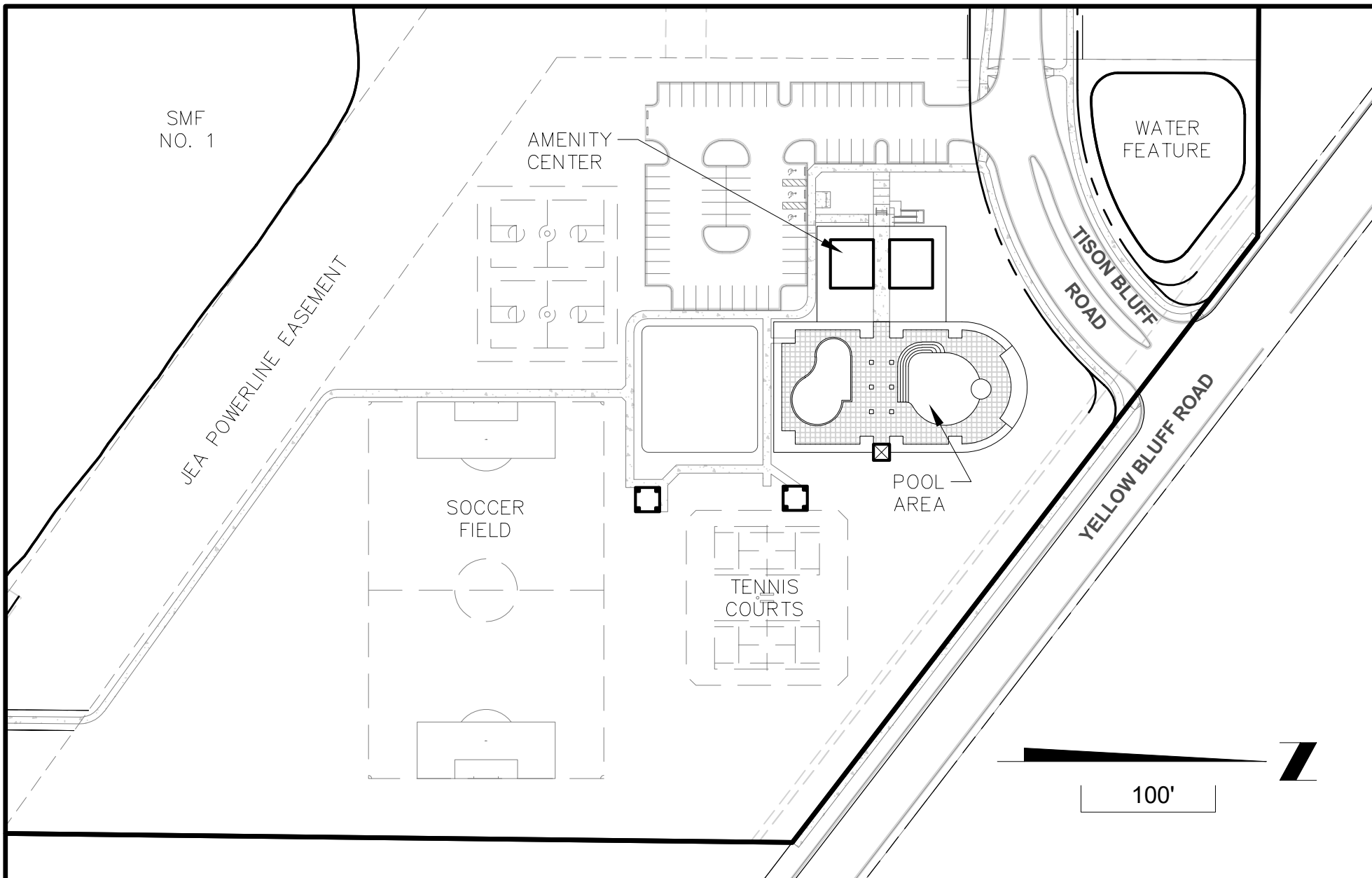
TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT

ETM NO. E 02-05-07

DRAWN BY: S. Lockwood

DATE: May 8, 2018

DRAWING NO. 1 of 1



ETM

VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

AMENITY CENTER SITE PLAN

**TISON'S LANDING COMMUNITY
 DEVELOPMENT DISTRICT**

ETM NO. E 02-05-07

DRAWN BY: S. Lockwood

DATE: May 8, 2018

DRAWING NO. 1 of 1

D. GENERAL INFORMATION:

This Annual Report is prepared in general compliance with Section 9.20 of the Master Trust Indenture for the Tison's Landing Community Development (CDD). Based on limited field review on April 5, 2018, we found that the CDD owned facilities generally appeared to be in good condition and they also appeared to be well maintained. It also appeared that the facilities were open and operational at the time of our field visit. There are some issues that are mentioned throughout this report that the CDD Board should review and address as appropriate and there are recommendations that should be reviewed as well. However, it should be noted that this report is based on limited field review (4-5-18 only) and it is not intended to be exhaustive or comprehensive, but only an annual review to of the District owned, and operated facilities to verify if these facilities appeared to be well maintained and are in good condition. A map showing the CDD owned facilities is included with this report.

E. PROJECT BACKGROUND:

The Tison's Landing Community Development District (the "Tison's Landing C.D.D." or the "District") is located in Duval County, Florida ("County"), east of Main Street (U.S. No. 17) and south of Yellow Bluff Road. The overall project is approximately 215.9 acres+/- . This project includes 680 single family residential units along with an Amenity Center and other recreational facilities. The authorized land uses within the District allow for residential development as well as open space and recreational amenities.

F. PUBLIC AGENCY OWNERSHIP:

The improvements listed below are owned and maintained by other Public Agencies as follows:

- A. Offsite turn lane and road improvements within Main Street (U.S. No. 17) are maintained by the FDOT.
- B. Offsite turn lane and roadway improvements within Yellow Bluff Road are maintained by the City of Jacksonville, Florida.
- C. The onsite roadways improvements are maintained by the City of Jacksonville, Florida.
- D. The onsite and offsite potable water, sanitary sewer and electric within public right of ways and power line easements are maintained by the Jacksonville Electric Authority (JEA).

G. ENTRY MONUMENT AND SIGNAGE:

The District owned facilities include two project entry signs and associated landscaping. One is located at the main entrance at the intersection of Pond Run Lane and Main Street (U.S. No. 17) and the other is located at the other project entrance at the intersection of Tisons Bluff Road and Yellow Bluff Road (refer to photos included in this report). Based on limited field review (4-5-18), these improvements appeared to be well maintained and in good condition. Therefore, we recommend ongoing maintenance as may be required throughout the year.

H. AMENITY CENTER AND RECREATIONAL FACILITIES:

The District owned facilities include recreational improvements, which include an Amenity Center with associated parking areas, a fitness room with workout equipment, indoor eating and meeting areas, a fire place with a shaded seating area, restroom facilities, an adult pool, a spray ground with kid's pool area, a, tennis courts, fenced play scape area, detailed landscaping, a soccer field, basketball courts and other recreational areas (refer to photos included in this report). It was noted at the time of our field review that the striping in the Amenity Parking area has faded, it is recommended that the striping be redone as soon as practical. Based on limited field review (4-5-18), generally these improvements appeared to be well maintained and in good condition. Therefore, we recommend ongoing maintenance as may be required throughout the year.

I. POCKET'S PARKS:

The District owned improvements include several small pocket park areas. Some of these pocket parks included covered pavilions, concrete sidewalks, grassed areas, landscaping and benches (refer to photos included in this report). These improvements appeared to be in good condition and appeared to be well maintained. Based on this limited field review (4-5-18), we recommend ongoing maintenance, as may be required throughout the year.

J. ROAD RIGHT OF WAYS AND ASSOCIATED LANDSCAPING:

The road right of ways within Tison's Landing CDD are owned and maintained by the City of Jacksonville. However, at both project entrances there are medians with landscaping that are owned and maintained by the CDD. Also, at the intersection of Pond Run Lane and Tisons Bluff Road there is a roundabout with landscaping owned and maintained by the CDD (refer to photos included in this report). It should be noted that the CDD installed a solar speed limit sign along Tisons Bluff Road, however, at the time of our field review (4-5-18) it did not appear to be functioning. This is something that the CDD may wish to review. Based on our limited field review (4-5-18), these landscaped islands appeared to be well maintained and in good condition. We recommend ongoing maintenance, as may be required throughout the year.

K. OVERHEAD JEA POWERLINE EASEMENT:

The District owned improvements include a tract of land with a large JEA powerline easement. This JEA powerline easement runs north and south along the easterly side of the project. This easement is used by JEA to transmit power via overhead powerlines (refer to photos included in this report). Based on our limited field review (4-5-18), it appeared that the tract had been maintained. We recommend ongoing maintenance, as may be required throughout the year.

L. CONSERVATION / PRESERVATION AREAS:

The District owned lands include conservation areas / preservation areas throughout the project. These are lands that were required to be preserved by various agencies, including but not limited to the Army Corps of Engineers, the St. Johns River Water Management District, and the City of Jacksonville. Because these areas are natural with many trees and heavy over growth, these areas were not reviewed. Therefore, we recommend ongoing maintenance and removal of dead trees as may be required throughout the year.

M. STORM WATER MANAGEMENT FACILITIES:

The District owned improvements include a number of Storm Water Management Facilities (Smfs). Some of these Smfs have control structures located within the water to attenuate flow and set the normal water levels. Most of these outfall control structures could not be easily accessed, because they are located in several feet of water. However, based on limited field review (4-5-18) it appeared that these structures were functioning properly, because the normal water elevations in the storm water system appeared to be at normal levels. Also, the water flowing into structures could be heard, such that it was flowing as expected through each orifice or over the slot as the case may be. Although the Smfs generally appear to be in good shape, some Smfs had some minor amounts of aquatic plants that are spreading throughout the water near the shore line. These aquatic plants probably should be addressed in some manner, the level of aquatic plants observed at the time of our field review (4-5-18) do not present a permit issue, however, overtime they could present a problem. However, based on our limited field review (4-5-18), the storm water management system seemed to be well maintained and in good condition. Therefore, we recommend ongoing maintenance as may be required throughout the year to ensure that this system is functioning properly.

It should be noted, that during our site visit on 4-5-18, there were numerous fences constructed within the drainage and access easements to the SMFs. Although all of these fences should be a concern to the CDD, there is one drainage easement, that is currently an access issue to Smf 6. This is because the drainage easement has two adjacent fences that have a gap of about 5 or 6 feet wide. This gap will allow a person walking from the street, but the gap is too small for most equipment that may be required to perform repairs (refer to photos included in this report). Therefore, the CDD Board may wish to address this issue now versus later.

Also, there is a Storm Water Tract that is offsite that includes Smf 8. Based on our review it appears that this Tract is owned by the City of Jacksonville as part of the turn lane for Yellow Bluff Road. This tract is fenced but a section of fencing is missing. Smf 8 does not appear to hold much water and trees and other growth have taken over (refer to photos included in this report). This may or may not be a CDD concern but because it was constructed by the CDD, it should be noted.

N. LONG TERM MAINTAINANCE:

Based on our limited field review (4-5-18), the District owned facilities generally appeared to be well maintained and generally in good condition. However, it should be noted that our field review was not exhaustive or comprehensive. As a Civil Engineering Consultant Firm, we do not have expertise in the maintenance and operation of the recreational facilities as well as the other CDD owned and operated facilities. Therefore, we recommend that the District Manager and the CDD Board consult to determine the best approach to operate and maintain these facilities. Moreover, it should be anticipated that over the life of these facilities, items such as, but not limited to: roofing, pavement, curb, gutter, striping, signage, sidewalks, recreational equipment, etc. will need to be either repaired or replaced over time. Therefore, we recommend that the District Manager and the CDD Board set aside monies or look for alternatives sources of capital, such as: refinancing bonds and / or issuing new long-term bonds, as may be needed over the life of the project for maintenance, repair and or replacement of these facilities over time as may be required. The appropriate amount of monies should be determined by the District Manager and the CDD Board, as soon as possible, so that each year a fund is established for this purpose. Furthermore, as a Civil Engineering Consultant Firm, we do not have expertise to advise the CDD Board for the appropriate amount of insurance coverage or the insurance rates that should be paid. Therefore, we recommend the District Manager and the CDD Board work with an insurance company or some other insurance expert to determine the appropriate coverage and rates that will work for this project. Finally, we recommend ongoing maintenance as may be required throughout the year to ensure that the District owned facilities, equipment, etc. are functioning properly.

PROJECT PHOTOGRAPHS



Project Entry Sign – Main Street (U.S. No. 17) at Pond Run Lane (Project Entrance) (facing North) (4-5-18)



Pond Run Lane (Project Entrance) at Intersection of Main Street (U.S. No. 17) (facing Westerly) (4-5-2018)



Pocket Park (Pavilion) at Pond Run Lane and Hunters Hollow Trail (facing South) (4-5-2018)



Linear Park – Tisons Bluff Road (facing West) 4-5-2018)



Smf 4 (facing Northerly) (4-5-2018)



JEA Powerline Easement (facing North) (4-5-2018)



Smf 7 – Control Structure (facing South) (4-5-2018)



Smf 6 (facing Northerly) (4-5-2018)



Downing Creek Drive (fencing encroaching on a 15' unobstructed drainage easement)(4-5-2018)



Smf 6 – Control Structure (facing Southwesterly) (4-5-2018)



Smf 5 (facing North) (4-5-2018)



Linear Park (Access to JEA Powerline Easement - (facing East) (4-5-2018)



Pocket Park (Pavilion) Tison Bluff Road (facing West) (4-5-2018)



Smf 5 – Control Structure (facing South) (4-5-2018)



Smf 3 (facing Northerly) (4-5-2018)



Smf 3 – Control Structure (facing Southerly) (4-5-2018)



Smf 2 (facing Northerly) (4-5-2018)



Pocket Park – Magnolia Grove Way (facing Westerly) (4-5-2018)



Linear Park – Magnolia Grove Way – Access to JEA Powerline easement (facing East) (4-5-2018)



Pocket Park – Magnolia Grove Way (facing Southwesterly) (4-5-2018)



Smf 1 (facing Easterly) 4-5-18



Smf 1 – Control Structure – (facing Southerly) (4-5-2018)



Pocket Park (Pavilion) Tison Bluff Road at Magnolia Grove Way (facing Southwesterly) (4-5-2018)



Solar Speed sign at Intersection of Tison Bluff Road at Magnolia Grove Way (not working)
(facing North) (4-5-2018)



Water Feature – (slightly overgrown) at Tisons Bluff Road (facing North) (4-5-2018)



Project Entry Sign – Tisons Bluff Road (Project Entrance) and Yellow Bluff Road (facing Northerly) (4-5-18)



Access to Smf 8 (Gate is missing a section - normally locked) (facing Southerly) (4-5-2018)



Smf 8 (offsite) overgrown (facing Northerly) (4-5-2018)



Smf 8 – Control Structure – Overgrown with weeds etc. (facing Westerly) (4-5-2018)



Amenity Center – Exterior (striping fading) (facing Northerly) (4-5-2018)



Amenity Center – Interior – Meeting / Kitchen Area (4-5-2018)



Amenity Center – Interior – Meeting / Kitchen Area (4-5-2018)



Amenity Center – Interior – Workout room(4-5-2018)



Amenity Center – Exterior – Shaded seating area with Fire Place and restrooms (4-5-2018)



Amenity Center – Adult Pool (facing Easterly) (4-5-2018)



Amenity Center – Exterior – Kid Pool with sprayground equipment and Playscape area (facing Easterly) (4-5-2018)



Amenity Center – Exterior – Pavilion near Tennis Courts (facing Easterly) (4-5-2018)



Tennis Courts (facing Easterly) (4-5-2018)



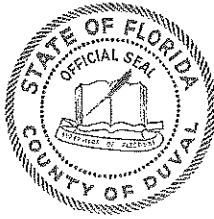
Pavilion near soccer field / volleyball area (facing Southerly) (4-5-2018)



Basketball Courts (facing Southwesterly) (4-5-2018)

C.

1.



OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN
SUPERVISOR OF ELECTIONS
OFFICE: (904) 630-7757
CELL: (904) 219-8924

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX (904) 630-2970
E-MAIL: MHOGAN@COJ.NET

May 11, 2018

Courtney Hogge
475 West Town Place
Suite 114
St. Augustine, FL 32092

Dear Courtney,

The information you requested on April 18, 2018 appears below:

Tison's Landing Community Development District 1212 Registered Voters

If you have any questions or need additional assistance, please contact Robert Phillips at 904-630-8018 or phillips@coj.net.

Sincerely,

A handwritten signature in cursive script that reads "Brenda".

Brenda Byles
Candidate and Records Assistant

2.

**NOTICE OF MEETINGS
TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the **Tison's Landing Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2019** the first Thursday of each month listed at England-Thims & Miller, Inc, 14775 Old St. Augustine Road, Jacksonville, Florida 32258 and the Yellow Bluff Amenity Center, 16529 Tison's Bluff Road, Jacksonville, Florida 32218 as follows:

October 4, 2018 @ 6:00 p.m. at the Yellow Bluff Amenity Center
January 3, 2019 @ 11:00 a.m. at England-Thims & Miller
April 4, 2019 @ 6:00 p.m. at the Yellow Bluff Amenity Center
July 11, 2019 @ 11:00 a.m. at England-Thims & Miller (**2nd Thursday)

D.

Tison's Landing Community Development District
9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, FL 32257

Memorandum

Date: **July 12, 2018**

To: **Rich Whetsel via email**
 Operations Director

From: **Chris Hall Mandy Ferguson**
 Operations Managers Facility Manager

Re: **Tison's Landing CDD**
 Monthly Managers Report

The following is a summary of items/activities related to the facility and field operations for Tison's Landing Community Development District.

Access Cards:

- Twenty-four (24) access cards have been issued to new residents.
- Two (2) replacement cards have been issued.

Special Events:

- Tison's Landing hosted Food Truck Friday Nights in April, May and June.
- Food Truck Yard Signs are being installed at both entrances on Food Truck Friday's.
- The times for the gates to close at night were changed from 10:30 p.m. to 10:00 p.m.
- Marquee Boards are being updated as needed.
- On May 12th, a Dive In Movie was held and the movie Sandlot was played. Little Caesar's Pizza, popcorn and drinks were served.
- A Mother/Daughter Tea Party was held in the social room on May 12th from 11a.m. to 1:00 p.m. A brunch that consist of croissant sandwiches, fruit, Danishes and cookies were served with tea. Everyone received prizes and free giveaways.
- The Bloodmobile came to the amenity center on June 2nd from 9:00 a.m. to 2:00 p.m. Everyone who donated blood received cookies, juice and a free t-shirt. Our goal for the day was 20 people and we made that goal!
- Hickory's Heaven BBQ Food Truck will be onsite and serving the residents on Saturday, July 7th from 4:00 p.m. to 7:00 p.m.

- Dive In Movie is scheduled for July 13th and the movie Lilo & Stitch will be played. Food Trucks will be there serving the residents and staff will be offering free popcorn and drinks in the social room.
- A resident is offering a free American Sign Language class to residents on Tuesday's at 6:30 p.m. in the social room.
- The Duval County Department of Health pool operating permit was renewed and posted on the bulletin board at the amenity center.
- A new 8 port PoE (Power over Ethernet) switch was installed on the computer in the office. The old PoE had a couple bad ports on it. This device allows you to use one cable for both power and data transmission and eliminates the need for additional cables.
- The Community Yard Sales were held on Saturday, May 5th and Sunday, May 6th from 8:00 a.m. to 1:00 p.m. Because prior banner(s) were not located, staff ordered two large banners for both entrances.
- Staff is researching the option of combining internet, phone and cable services to provide a savings to the District.

RMS Maintenance - Amenity Center/ Common Areas/ Pool Area:

- The solar street light was installed by the front school bus stop.
- The concrete patio areas were pressure washed and painted.
- Broken timer for the spray feature in the kiddie pool has been replaced.
- A new security camera was installed in the social room.
- Moved the curtains in the fitness center to the social room.
- The gate hinges in between the pool have been repaired.
- Stainless-steel bolts were installed in the life hooks around the pools.
- The air conditioning drain lines have been cleaned out.
- Stones that fell off the back-entry side wall has been reinstalled.
- Several umbrellas have been replaced around the pool deck.
- Leaking backflow valve has been repaired.
- Nadar's has treated for pest throughout the amenity center.
- Trashcan liners are being replaced weekly.
- The Pocket Parks are being cleaned and inspected weekly.

Lakes:

- Clear Waters continues to treat lakes monthly.
- 60 Grass Carp has been put into pond 6.
- RMS is inspecting and cleaning the lakes and outfall structures monthly.

Landscaping and Irrigation:

- Lawnboy has cleared out excess growth from the trees on both sides of the front entrance.

- Lawnboy has removed the dead oak tree by the back entrance and pool area.
- The irrigation lines for the flower pots on the pool deck have been repaired.
- All the trees throughout the community have been trimmed to desired height.
- The playing field grass has been planted and being monitored by Nadar's and RMS.
- Nader's continues to monitor the turf and ornamentals and is treating as needed.
- Nadar's has been treating for chinch bugs and fungus in the parks and common areas.
- RMS and Lawnboy continue to perform monthly irrigation inspections.
- Riverside Management continues to perform bi-weekly landscape inspections with Lawnboy.

Fitness Center:

- Fitness Pro replaced the broken Olympic Bar and put chin dip back in service.
- Rubber grips, knee pads, and the weight bench back pad have been replaced.
- Fitness Pro repaired the treadmill under warranty.
- New curtains were installed in the fitness center.
- Fitness Pro continues to perform quarterly preventative maintenance on fitness equipment.

Should you have any questions or comments regarding the above information, please feel free to contact Chris Hall (352) 681-9874 or Rich Whetsel at (904) 759-8923.

SEVENTEENTH ORDER OF BUSINESS

A.

Tison's Landing
Community Development District

Unaudited Financial Statements
as of
May 31, 2018

Board of Supervisors Meeting
July 12, 2018

TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
May 31, 2018

	<u>Major Funds</u>			<u>Total</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Governmental Funds</u>
<u>ASSETS:</u>				
Cash	\$20,271	---	---	\$20,271
Due From Other Funds	---	\$1,569	\$50,000	\$51,569
Investments:				
SBA-Surplus Funds	\$237,300	---	\$92,106	\$329,406
Series 2016-1				
Reserve	---	\$149,488	---	\$149,488
Revenue	---	\$85,720	---	\$85,720
Prepayment	---	\$190	---	\$190
Construction	---	---	\$56,878	\$56,878
Series 2016-2				
Reserve	---	\$42,990	---	\$42,990
Prepayment	\$345	\$16	---	\$361
Deposits	\$4,202	---	---	\$4,202
TOTAL ASSETS	<u>\$262,118</u>	<u>\$279,972</u>	<u>\$198,984</u>	<u>\$741,075</u>
<u>LIABILITIES:</u>				
Accounts Payable	\$10,821	---	---	\$10,821
Due to other Funds	\$51,569	---	---	\$51,569
TOTAL LIABILITIES	<u>\$62,390</u>	<u>\$0</u>	<u>\$0</u>	<u>\$62,390</u>
<u>FUND BALANCES:</u>				
Nonspendable:				
Prepaid items and deposits	\$4,202	---	---	\$4,202
Restricted for:				
Debt service	---	\$279,972	---	\$279,972
Capital Projects	---	---	\$198,984	\$198,984
Unassigned	\$195,526	---	---	\$195,526
TOTAL FUND BALANCES	<u>\$199,728</u>	<u>\$279,972</u>	<u>\$198,984</u>	<u>\$678,685</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$262,118</u>	<u>\$279,972</u>	<u>\$198,984</u>	<u>\$741,075</u>

TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/2018	ACTUAL THRU 05/31/2018	VARIANCE
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REVENUES:

Maintenance Assessments - On Roll	\$489,762	\$489,762	\$488,909	(\$853)
Clubhouse Income	\$3,000	\$3,000	\$10,108	\$7,108
Interest Income	\$0	\$0	\$2,831	\$2,831

TOTAL REVENUES	\$492,762	\$492,762	\$501,848	\$9,086
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EXPENDITURES:

ADMINISTRATIVE:

Supervisor Fees	\$3,200	\$2,133	\$2,400	(\$267)
FICA Taxes	\$245	\$163	\$184	(\$20)
Engineering	\$5,000	\$3,333	\$3,855	(\$521)
Arbitrage Calculation	\$600	\$400	\$0	\$400
Dissemination	\$1,000	\$667	\$867	(\$200)
Assessment Roll	\$2,500	\$2,500	\$2,500	\$0
Attorney	\$15,000	\$8,750	\$6,875	\$1,875
Annual Audit	\$3,900	\$3,900	\$3,900	\$0
Trustee Fees	\$3,725	\$3,725	\$3,717	\$8
Management Fees	\$47,250	\$31,500	\$31,500	\$0
Computer Time	\$1,000	\$667	\$667	\$0
Telephone	\$100	\$67	\$8	\$59
Postage	\$1,000	\$667	\$537	\$130
Printing & Binding	\$1,575	\$1,050	\$467	\$583
Insurance	\$8,692	\$8,692	\$8,252	\$440
Legal Advertising	\$1,500	\$1,000	\$317	\$683
Other Current Charges	\$500	\$333	\$402	(\$69)
Office Supplies	\$150	\$100	\$58	\$42
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0

TOTAL ADMINISTRATIVE	\$97,112	\$69,822	\$66,679	\$3,143
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TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/2018	ACTUAL THRU 05/31/2018	VARIANCE
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Field:

Insurance	\$13,064	\$13,064	\$11,612	\$1,452
Field Management & Administration	\$28,300	\$18,867	\$18,862	\$5
Recreation Center Attendant	\$47,478	\$31,652	\$32,068	(\$416)
Recreation Center Seasonal Assistant	\$7,680	\$5,120	\$3,540	\$1,580
Pool Maintenance	\$11,400	\$7,600	\$7,984	(\$384)
Pool Chemicals	\$6,000	\$4,000	\$1,741	\$2,260
Permit Fees	\$1,475	\$983	\$1,074	(\$91)
Landscape Maintenance	\$60,316	\$40,211	\$37,496	\$2,715
Landscape Contingency	\$2,000	\$1,333	\$220	\$1,113
Pest Control	\$500	\$333	\$747	(\$414)
Irrigation Maintenance	\$7,000	\$4,667	\$477	\$4,190
Lake Maintenance	\$8,580	\$5,720	\$5,720	\$0
General Facility Maintenance	\$25,000	\$16,667	\$15,787	\$880
Utilities-Electric	\$19,000	\$12,667	\$9,142	\$3,525
Utilities-Water	\$31,000	\$20,667	\$11,830	\$8,837
Utilities-Cable	\$3,100	\$2,067	\$2,072	(\$5)
Utilities-Telephone	\$1,752	\$1,168	\$1,067	\$101
Refuse Service	\$2,944	\$1,963	\$1,315	\$647
Repairs and Maintenance	\$25,800	\$17,200	\$22,675	(\$5,475)
Janitorial Maintenance	\$7,140	\$4,760	\$4,760	\$0
Janitorial Supplies	\$3,000	\$2,000	\$866	\$1,134
Special Events	\$7,500	\$5,000	\$8,791	(\$3,791)
Amenity Supplies	\$3,350	\$2,233	\$1,380	\$853
Capital Outlay	\$32,271	\$21,514	\$0	\$21,514
Capital Reserve	\$40,000	\$26,667	\$33,118	(\$6,451)

TOTAL FIELD	\$395,650	\$268,122	\$234,343	\$33,778
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TOTAL EXPENDITURES	\$492,762	\$337,943	\$301,022	\$36,922
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OTHER SOURCES AND USES

Interfund Transfer In / (Out)	\$0	\$0	(\$65,531)	(\$65,531)
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TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$65,531)	(\$65,531)
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EXCESS REVENUES (EXPENDITURES)	\$0		\$135,295	
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FUND BALANCE - Beginning	\$0		\$64,433	
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FUND BALANCE - Ending	\$0		\$199,728	
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TISON'S LANDING

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/2018	ACTUAL THRU 05/31/2018	VARIANCE
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Revenues

Interest Income	\$0	\$0	\$378	\$378
Capital Reserve-Transfer In	\$72,271	\$72,271	\$65,531	(\$6,740)
TOTAL REVENUES	\$72,271	\$72,271	\$65,909	(\$6,362)

Expenditures

Repairs and Replacements	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0

EXCESS REVENUES	\$72,271	\$65,909
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FUND BALANCE - Beginning	\$84,275	\$76,197
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FUND BALANCE - Ending	<u>\$156,546</u>	<u>\$142,106</u>
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TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016
DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2018

AMENDED BUDGET	PRORATED THRU 05/31/2018	ACTUAL THRU 05/31/2018	VARIANCE
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REVENUES:

Special Assessments - On Roll	\$384,344	\$384,344	\$383,000	(\$1,344)
Interest Income	\$500	\$500	\$2,850	\$2,350
TOTAL REVENUES	\$384,844	\$384,844	\$385,850	\$1,006

EXPENDITURES:

Series 2016-1

Interest - 11/01	\$65,043	\$65,043	\$65,043	\$0
Interest - 05/01	\$65,043	\$65,043	\$64,863	\$180
Principal - 05/01	\$170,000	\$170,000	\$170,000	\$0
Special Call - 11/01	\$0	\$0	\$10,000	(\$10,000)
Special Call - 05/01	\$0	\$0	\$10,000	(\$10,000)

Series 2016-2

Interest - 11/01	\$25,498	\$25,498	\$25,498	\$0
Interest - 05/01	\$25,498	\$25,498	\$25,498	\$0
Principal - 05/01	\$35,000	\$35,000	\$35,000	\$0

TOTAL EXPENDITURES	\$386,081	\$386,081	\$405,901	(\$19,820)
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OTHER SOURCES AND (USES)

Interfund Transfer In / (Out)	\$0	\$0	(\$1,299)	(\$1,299)
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TOTAL OTHER SOURCES AND (USES)	\$0	\$0	(\$1,299)	(\$1,299)
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EXCESS REVENUES (EXPENDITURES)	(\$1,237)	(\$21,350)		
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FUND BALANCE - Beginning	\$107,875		\$301,323	
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FUND BALANCE - Ending	\$106,638		\$279,972	
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**TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2018**

Series 2016A-1, Senior Special Assessment Revenue Refunding and Improvement Bonds		
Interest Rate:	2.000%	
Maturity Date:	5/1/2018	\$170,000.00
Interest Rate:	2.000%	
Maturity Date:	5/1/2019	\$170,000.00
Interest Rate:	2.000%	
Maturity Date:	5/1/2020	\$175,000.00
Interest Rate:	2.000%	
Maturity Date:	5/1/2021	\$180,000.00
Interest Rate:	2.000%	
Maturity Date:	5/1/2022	\$185,000.00
Interest Rate:	2.200%	
Maturity Date:	5/1/2023	\$185,000.00
Interest Rate:	2.400%	
Maturity Date:	5/1/2024	\$190,000.00
Interest Rate:	2.600%	
Maturity Date:	5/1/2025	\$195,000.00
Interest Rate:	2.875%	
Maturity Date:	5/1/2026	\$200,000.00
Interest Rate:	3.000%	
Maturity Date:	5/1/2027	\$205,000.00
Interest Rate:	3.125%	
Maturity Date:	5/1/2028	\$215,000.00
Interest Rate:	3.375%	
Maturity Date:	5/1/2032	\$930,000.00
Interest Rate:	3.600%	
Maturity Date:	5/1/2037	\$1,345,000.00
Reserve Fund Requirement:	50% Max Annual Debt Service	
Bonds outstanding - 09/30/2017		\$4,345,000.00
Less:	November 1, 2017 (Special Call)	(\$10,000.00)
	May 1, 2018 (Special Call)	(\$10,000.00)
	May 1, 2018 (Mandatory)	(\$170,000.00)
Current Bonds Outstanding		\$4,155,000.00
Series 2016A-2, Subordinate Special Assessment Revenue Refunding and Improvement Bonds		
Interest Rate:	4.700%	
Maturity Date:	5/1/2037	\$1,075,000.00
Reserve Fund Requirement:	50% Max Annual Debt Service	
Bonds outstanding - 9/30/2017		\$1,075,000.00
Less:	May 1, 2018 (Mandatory)	(\$35,000.00)
Current Bonds Outstanding		\$1,040,000.00
Total Current Bonds Outstanding		\$5,195,000.00

TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016-1
CAPITAL PROJECTS FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2018

	ADOPTED BUDGET	PRORATED THRU 05/31/2018	ACTUAL THRU 05/31/2018	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$353	\$353
TOTAL REVENUES	\$0	\$0	\$353	\$353
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$36,410	(\$36,410)
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$36,410	(\$36,410)
<u>OTHER FINANCING SOURCES AND (USES):</u>				
Interfund Transfer In / (Out)	\$0	\$0	\$1,299	\$1,299
TOTAL OTHER FINANCING SOURCES & (USES)	\$0	\$0	\$1,299	\$1,299
EXCESS REVENUES (EXPENDITURES)	\$0		(\$34,757)	
FUND BALANCE - Beginning			\$91,636	
FUND BALANCE - Ending			\$56,878	

Tison's Landing
Community Development District
General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
<i>Revenues</i>													
Maintenance Assessments - On Roll	\$0	\$13,920	\$466,537	\$3,420	\$1,551	\$647	\$831	\$2,002	\$0	\$0	\$0	\$0	\$488,909
Clubhouse Income	\$2,650	\$240	\$0	\$273	\$0	\$3,970	\$2,275	\$700	\$0	\$0	\$0	\$0	\$10,108
Interest Income	\$46	\$0	\$79	\$542	\$550	\$570	\$548	\$496	\$0	\$0	\$0	\$0	\$2,831
Total Revenues	\$2,696	\$14,160	\$466,616	\$4,235	\$2,101	\$5,187	\$3,654	\$3,198	\$0	\$0	\$0	\$0	\$501,848
<i>Supervisor Fees</i>	<i>\$600</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$800</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,400</i>
<i>FICA Taxes</i>	<i>\$46</i>	<i>\$0</i>	<i>\$0</i>	<i>\$77</i>	<i>\$0</i>	<i>\$0</i>	<i>\$61</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$184</i>
<i>Engineering</i>	<i>\$409</i>	<i>\$313</i>	<i>\$281</i>	<i>\$1,660</i>	<i>\$1,191</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,855</i>
<i>Arbitrage Calculation</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>Dissemination</i>	<i>\$83</i>	<i>\$183</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$183</i>	<i>\$83</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$867</i>
<i>Assessment Roll</i>	<i>\$2,500</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,500</i>
<i>Attorney</i>	<i>\$1,050</i>	<i>\$500</i>	<i>\$500</i>	<i>\$850</i>	<i>\$500</i>	<i>\$500</i>	<i>\$2,275</i>	<i>\$700</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$6,875</i>
<i>Annual Audit</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,900</i>
<i>Trustee Fees</i>	<i>\$3,717</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,717</i>
<i>Management Fees</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$3,938</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$31,500</i>
<i>Computer Time</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$83</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$667</i>
<i>Telephone</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$8</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$8</i>
<i>Postage</i>	<i>\$8</i>	<i>\$84</i>	<i>\$7</i>	<i>\$6</i>	<i>\$5</i>	<i>\$23</i>	<i>\$216</i>	<i>\$189</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$537</i>
<i>Printing & Binding</i>	<i>\$86</i>	<i>\$2</i>	<i>\$2</i>	<i>\$81</i>	<i>\$75</i>	<i>\$29</i>	<i>\$104</i>	<i>\$89</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$467</i>
<i>Insurance</i>	<i>\$8,152</i>	<i>\$0</i>	<i>\$0</i>	<i>\$100</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$8,252</i>
<i>Legal Advertising</i>	<i>\$0</i>	<i>\$0</i>	<i>\$76</i>	<i>\$0</i>	<i>\$0</i>	<i>\$167</i>	<i>\$0</i>	<i>\$75</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$317</i>
<i>Other Current Charges</i>	<i>\$30</i>	<i>\$64</i>	<i>\$71</i>	<i>\$8</i>	<i>\$47</i>	<i>\$44</i>	<i>\$61</i>	<i>\$77</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$402</i>
<i>Office Supplies</i>	<i>\$20</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18</i>	<i>\$0</i>	<i>\$0</i>	<i>\$20</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$58</i>
<i>Dues, Licenses & Subscriptions</i>	<i>\$175</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$175</i>
Total Administrative	\$20,898	\$5,166	\$5,040	\$7,904	\$5,930	\$8,766	\$7,741	\$5,234	\$0	\$0	\$0	\$0	\$66,679

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
FIELD:													
Insurance	\$11,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,612
Field Management & Administration	\$2,358	\$2,358	\$2,358	\$2,358	\$2,358	\$2,353	\$2,358	\$2,358	\$0	\$0	\$0	\$0	\$18,862
Recreation Center Attendant	\$3,957	\$3,957	\$4,373	\$3,957	\$3,957	\$3,957	\$3,957	\$3,957	\$0	\$0	\$0	\$0	\$32,068
Recreation Center Seasonal Assistant	\$0	\$0	\$0	\$0	\$420	\$1,530	\$0	\$1,590	\$0	\$0	\$0	\$0	\$3,540
Pool Maintenance	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$1,334	\$0	\$0	\$0	\$0	\$7,984
Pool Chemicals	\$280	\$236	\$561	\$0	\$0	\$0	\$664	\$0	\$0	\$0	\$0	\$0	\$1,741
Permit Fees	\$345	\$0	\$0	\$0	\$0	\$0	\$204	\$525	\$0	\$0	\$0	\$0	\$1,074
Landscape Maintenance	\$4,620	\$7,900	\$3,950	\$4,620	\$4,639	\$4,725	\$6,025	\$1,017	\$0	\$0	\$0	\$0	\$37,496
Landscape Contingency	\$0	\$0	\$0	\$0	\$220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220
Pest Control	\$485	\$0	\$88	\$0	\$86	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$747
Irrigation Maintenance	\$305	\$58	\$114	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$477
Lake Maintenance	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$0	\$0	\$0	\$0	\$5,720
General Facility Maintenance	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$1,783	\$1,625	\$1,964	\$0	\$0	\$0	\$0	\$15,787
Utilities-Electric	\$1,449	\$1,465	\$1,337	\$1,503	\$1,225	\$800	\$1,362	\$0	\$0	\$0	\$0	\$0	\$9,142
Utilities-Water	\$2,413	\$2,340	\$2,081	\$759	\$923	\$1,602	\$1,711	\$0	\$0	\$0	\$0	\$0	\$11,830
Utilities-Cable	\$249	\$249	\$249	\$263	\$273	\$263	\$263	\$263	\$0	\$0	\$0	\$0	\$2,072
Utilities-Telephone	\$113	\$127	\$127	\$157	\$127	\$135	\$145	\$137	\$0	\$0	\$0	\$0	\$1,067
Refuse Service	\$167	\$162	\$163	\$163	\$169	\$164	\$164	\$164	\$0	\$0	\$0	\$0	\$1,315
Repairs and Maintenance	\$6,164	\$4,387	\$80	\$7,092	\$1,734	\$1,072	\$1,372	\$774	\$0	\$0	\$0	\$0	\$22,675
Janitorial Maintenance	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$0	\$0	\$0	\$0	\$4,760
Janitorial Supplies	\$250	\$32	\$0	\$223	\$76	\$0	\$84	\$202	\$0	\$0	\$0	\$0	\$866
Special Events	\$1,771	\$0	\$1,553	\$0	\$0	\$2,680	\$1,488	\$1,298	\$0	\$0	\$0	\$0	\$8,791
Amenity Supplies	\$179	\$197	\$225	\$238	\$64	\$243	\$94	\$140	\$0	\$0	\$0	\$0	\$1,380
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserve	\$0	\$0	\$0	\$0	\$6,740	\$0	\$26,378	\$0	\$0	\$0	\$0	\$0	\$33,118
Total Field Expenditures	\$41,059	\$27,809	\$21,601	\$25,677	\$27,353	\$23,656	\$50,154	\$17,034	\$0	\$0	\$0	\$0	\$234,343
Subtotal Operating Expenditures	\$61,957	\$32,975	\$26,642	\$33,580	\$33,282	\$32,422	\$57,895	\$22,268	\$0	\$0	\$0	\$0	\$301,022
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$65,531)	\$0	\$0	\$0	\$0	(\$65,531)
Excess Revenues (Expenditures)	(\$59,260)	(\$18,815)	\$439,974	(\$29,345)	(\$31,181)	(\$27,235)	(\$54,241)	(\$84,601)	\$0	\$0	\$0	\$0	\$135,295

Tison's Landing
Community Development District
Series 2016 Special Assessment Revenue and Refunding Capital Improvement Bonds

1. Recap of Capital Project Fund Activity Through May 31, 2018

Opening Balance in Construction Account	\$547,212.92
Source of Funds:	
Interest Earned	\$1,004.32
Interfund Transfer	(\$8,360.95)
Use of Funds:	
Disbursements:	
Fitness Equipment	(\$25,565.00)
Fitness Room Improvements	\$0.00
Security Room Improvements	(\$8,379.00)
Pool Improvements	(\$108,244.29)
Tennis Court Improvements	\$0.00
Basketball Court Improvements	\$0.00
ADA Improvements	\$0.00
Cost Of Issuance	(\$336,770.56)
Professional Fees	(\$4,019.00)
Adjusted Balance in Construction Account at May 31, 2018	<u>\$56,878.44</u>

2. Funds Available For Construction at May 31, 2018

Book Balance of Construction Fund at May 31, 2018	\$56,878.44
Construction Funds available at May 31, 2018	<u>\$56,878.44</u>

3. Investments - US Bank

May 31, 2018	Type	Yield	Due	Maturity	Principal
Construction Fund:	Overnight	0.10%		\$56,878.44	\$56,878.44

Contracts Payable	\$0.00
Balance at 05/31/2018	<u>\$56,878.44</u>

B.

TISON'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2018

TOTAL ASSESSMENT LEVY

\$529,475.20 \$414,778.48 \$944,253.68
ASSESSED THROUGH COUNTY

56.07% 43.93% 100.00%

.36300.10000 .36300.10000

O&M Portion DSF Portion Total

DATE	DESCRIPTION	AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS/PROP APP	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
11/02/17	10/17/17-10/31/17	\$1,725.12	\$69.00	\$57.96	\$0.00	\$1,598.16	\$896.14	\$702.02	\$1,598.16
11/14/17	11/01/17-11/08/17	\$12,275.94	\$491.04	\$412.47	\$0.00	\$11,372.43	\$6,376.91	\$4,995.52	\$11,372.43
11/21/17	11/09/17-11/16/17	\$12,796.32	\$511.86	\$429.95	\$0.00	\$11,854.51	\$6,647.23	\$5,207.28	\$11,854.51
11/30/17	11/17/17-11/27/17	\$154,681.79	\$6,184.33	\$5,197.41	\$0.00	\$143,300.05	\$80,353.22	\$62,946.83	\$143,300.05
12/05/17	11/28/17-11/30/17	\$736,237.16	\$29,449.48	\$24,737.57	\$0.00	\$682,050.11	\$382,448.73	\$299,601.38	\$682,050.11
12/12/17	12/01/17-12/08/17	\$3,588.84	\$143.55	\$120.59	\$0.00	\$3,324.70	\$1,864.27	\$1,460.43	\$3,324.70
12/22/17	12/09/17-12/19/17	\$3,588.84	\$131.59	\$121.00	\$0.00	\$3,336.25	\$1,870.75	\$1,465.50	\$3,336.25
01/11/18	12/20/17-12/31/17	\$4,725.68	\$168.61	\$159.50	\$0.00	\$4,397.57	\$2,465.87	\$1,931.70	\$4,397.57
01/22/18	01/01/18-01/16/18	\$1,808.52	\$45.22	\$61.72	\$0.00	\$1,701.58	\$954.14	\$747.45	\$1,701.58
02/06/18	01/17/18-01/31/18	\$2,925.02	\$58.50	\$100.33	\$0.00	\$2,766.19	\$1,551.10	\$1,215.09	\$2,766.19
03/26/18	03/01/18-03/18	\$1,196.28	\$0.00	\$41.87	\$0.00	\$1,154.41	\$647.32	\$507.09	\$1,154.41
04/18/18	04/01/18-04/13/18	\$1,500.27	(\$36.00)	\$53.77	\$0.00	\$1,482.50	\$831.29	\$651.21	\$1,482.50
05/04/18	04/14/18-04/30/18	\$2,392.56	(\$71.78)	\$86.25	\$0.00	\$2,378.09	\$1,333.47	\$1,044.61	\$2,378.09
05/23/18	05/01/18-05/16/18	\$1,199.90	(\$36.00)	\$43.26	\$0.00	\$1,192.64	\$668.76	\$523.89	\$1,192.64
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$ 940,642.24	\$ 37,109.40	\$ 31,623.64	\$ -	\$ 871,909.20	\$488,909.18	\$383,000.01	\$871,909.20

Assessed on Roll:

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$529,475.20	56.0734%	\$488,909.18	(\$488,909.18)	\$0.00
DEBT SERVICE	\$414,778.48	43.9266%	\$383,000.01	(\$381,431.50)	\$1,568.51
TOTAL	\$944,253.68	100.00%	\$871,909.20	(\$870,340.68)	\$1,568.51

001.300.20700.10200 V#38

TRANSFERS TO DEBT SERVICE:		
DATE	CHECK #	AMOUNT
12/20/2017	2016	\$374,913.46
3/16/2018	2063	\$5,359.74
4/23/2018	2088	\$1,158.30
TOTAL		\$381,431.50
Amount due:		\$1,568.51

GROSS PERCENT COLLECTED 99.62%
GROSS REMAINING TO COLLECT \$3,611.44

C.

Tison's Landing Community Development District

Check Run Summary

July 12, 2018

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
03/23/18	2064-2066	\$5,361.21
03/27/18	2067-2068	\$2,680.00
04/02/18	2069-2074	\$8,602.49
04/06/18	2075-2080	\$15,633.37
04/23/18	2081-2088	\$34,372.59
04/27/18	2089-2091	\$2,496.56
05/03/18	2092-2095	\$6,156.00
05/11/18	2096-2100	\$14,019.12
05/25/18	2101-2107	\$7,282.25
06/01/18	2108-2113	\$3,588.18
06/15/18	2114	\$708.80
06/18/18	2115-2120	\$18,388.50
06/26/18	2121-2129	\$9,233.66
06/28/18	2130-2132	\$4,908.05
Total		<u><u>\$133,430.78</u></u>

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/28/18 PAGE 1
 *** CHECK DATES 03/17/2018 - 06/28/2018 *** TISONS LANDING GF
 BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/23/18	00017	3/14/18 0010565	201804 320-57200-41000	SERVICE THRU 04/13/2018	*	269.79	
				AT&T			269.79 002064
3/23/18	00009	3/08/18 0186579	201802 310-51300-31100	FEB 18-ENGINEERING SVCS	*	1,191.42	
				ENGLAND, THIMS & MILLER			1,191.42 002065
3/23/18	00110	3/19/18 36416	201803 310-51300-32200	AUDIT FEES FYE 09/30/17	*	3,900.00	
				MCDIRMIT DAVIS AND COMPANY, LLC			3,900.00 002066
3/27/18	00117	3/31/18 MAR-18	201803 320-57200-49400	MULTI GAME & RIDE PACKAGE	*	2,180.00	
				AMAZING AMUSEMENTS			2,180.00 002067
3/27/18	00119	3/15/18 2018-001	201803 320-57200-49400	PETTING ZOO EXPERIENCE	*	500.00	
				DANA HARDEN DBA CAILE'S CRITTERS			500.00 002068
4/02/18	00081	2/28/18 148037	201802 310-51300-31500	FEB 18-LEGAL SERVICES	*	500.00	
				BILLING, COCHRAN, LYLES, MAURO & RAMSE			500.00 002069
4/02/18	00020	3/05/18 88334	201803 320-57200-46800	MAR 18-LAKE MGMT	*	715.00	
				CLEAR WATERS INC			715.00 002070
4/02/18	00001	4/18/17 5-774-10	201804 310-51300-42000	DELIVERIES THRU 04/18/17	*	17.70	
		4/04/18 5-759-29	201804 310-51300-42000	DELIVERIES THRU 04/04/18	*	190.72	
				FEDEX			208.42 002071
4/02/18	00064	2/04/18 30260773	201802 320-57200-46200	SHRUB SVC-02/04/2018	*	18.00	
		2/04/18 30260774	201802 320-57200-46200	LAWN SERVICE 02/04/2018	*	584.88	
		2/04/18 30260775	201802 320-57200-46200	ORNAMENTAL SVC-02/04/2018	*	86.00	
		3/04/18 30474445	201803 320-57200-46200	SHRUB SVC-03/04/2018	*	104.00	
		3/04/18 30474478	201803 320-57200-46200	LAWN SVC-03/04/2018	*	584.88	
		3/04/18 30474487	201803 320-57200-46200	ORNAMENTAL SVC-03/04/2018	*	86.00	

TISO TISON

MDELGADO

*** CHECK DATES 03/17/2018 - 06/28/2018 ***

TISONS LANDING GF
BANK A TISON LANDING

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
		4/01/18	30719066	201804 320-57200-46200		*	104.00		
				SHRUB SVC-04/01/2018					
		4/01/18	30719067	201804 320-57200-46200		*	584.88		
				LAWN SVC-04/01/2018					
		4/01/18	30719068	201804 320-57200-46200		*	86.00		
				ORNAMENTAL SVC-04/01/2018					
					NADER'S PEST RAIDERS			2,238.64	002072
4/02/18	00077	3/16/18	0687-883	201804 320-57200-43200		*	163.92		
				APR 18-REFUSE SERVICES					
					REPUBLIC SERVICES #687			163.92	002073
4/02/18	00046	3/16/18	271	201802 320-57200-45106		*	420.00		
				FEB 18-FACILITY ASSISTANT					
		3/21/18	273	201802 320-57200-46600		*	2,083.00		
				FEB 18-FACILITY MAINT					
		3/21/18	273	201802 320-57200-46000		*	1,559.00		
				FEB 18-REPAIRS & MAINT					
		3/21/18	273	201802 320-57200-52000		*	64.00		
				FEB 18-AMENITY SUPPLIES					
		3/21/18	273	201802 320-57200-46602		*	75.51		
				FEB 18-JANITORIAL SUPP.					
		3/22/18	274	201803 320-57200-46000		*	575.00		
				MAR 18-PRESSURE WASHING					
					RIVERSIDE MANAGEMENT SERVICES INC.			4,776.51	002074
4/06/18	00061	3/20/18	03202018	201803 320-57200-52000		*	200.00		
				PLEASE SHIP CARDS					
					ATLANTIC COMPANIES			200.00	002075
4/06/18	00030	3/25/18	0906133	201804 320-57200-41050		*	263.35		
				16529 TISON'S BLUFF RD					
					COMCAST			263.35	002076
4/06/18	00012	3/26/18	18-02471	201803 310-51300-48000		*	80.13		
				NOTICE OF MEETING 03/26					
					DAILY RECORD			80.13	002077
4/06/18	00004	4/02/18	365	201804 310-51300-34000		*	3,937.50		
				APR 18-MGMT FEES					
		4/02/18	365	201804 310-51300-35100		*	83.33		
				APR 18-IT SERVICES					
		4/02/18	365	201804 310-51300-31200		*	83.33		
				APR 18-DISSEMINATIONS SVC					
		4/02/18	365	201804 310-51300-51000		*	20.15		
				APR 18-OFFICE SUPPLIES					

TISO TISON

MDELGADO

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	6/28/18	PAGE	3
*** CHECK DATES 03/17/2018 - 06/28/2018 ***														
TISONS LANDING GF														
BANK A TISON LANDING														
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#				
		4/02/18 365	201804 310-51300-42000			*	7.25							
		APR 18-POSTAGE												
		4/02/18 365	201804 310-51300-42500			*	103.50							
		APR 18-COPIES												
		4/02/18 366	201804 320-57200-34400			*	2,353.33							
		APR 18-CONTRACT ADMIN												
					GOVERNMENTAL MANagements SERVICES			6,588.39	002078					
4/06/18	00052	4/02/18 6229	201803 320-57200-46200			*	3,950.00							
		MAR 18-MONTHLY INSTALLMNT												
					LAWNBOY LAWN SERVICES, INC.			3,950.00	002079					
4/06/18	00046	4/02/18 272	201804 320-57200-46601			*	595.00							
		APR 18-JANITORIAL SVCS												
		4/02/18 272	201804 320-57200-45105			*	3,956.50							
		APR 18-FACILITY MGMT SVCS												
					RIVERSIDE MANAGEMENT SERVICES INC.			4,551.50	002080					
4/23/18	00081	3/31/18 148574	201803 310-51300-31500			*	500.00							
		MAR 18-LEGAL SERVICES												
					BILLING, COCHRAN, LYLES, MAURO & RAMSE			500.00	002081					
4/23/18	00018	4/12/18 M18299	201804 320-57200-46400			*	950.00							
		APR 18-POOL SVCS												
					CRYSTAL CLEAN POOL SERVICE, INC			950.00	002082					
4/23/18	00125	4/06/18 3	201804 310-51300-31200			*	100.00							
		AMORT.SCHEDULE S2016-2												
					DISCLOSURE SERVICES, LLC			100.00	002083					
4/23/18	00101	4/11/18 16364	201804 320-57200-46000			*	175.00							
		PREVENTIVE MAINT												
					FITNESS PRO			175.00	002084					
4/23/18	00015	3/30/18 89708215	201803 320-57200-43000			*	800.48							
		MAR 18-ELECTRICT SVCS												
		3/30/18 89708215	201803 320-57200-43100			*	1,114.15							
		MAR 18-IRRIGATION SVCS												
		3/30/18 89708215	201803 320-57200-43100			*	352.45							
		MAR 18-SEWER												
		3/30/18 89708215	201803 320-57200-43100			*	135.77							
		MAR 18-WATER												
					JEA			2,402.85	002085					
4/23/18	00052	4/18/18 6235	201804 320-57200-46200			*	1,300.00							
		FLOWER ROTATION-03/13/18												
TISO TISON														
MDELGADO														

AP300R
 *** CHECK DATES 03/17/2018 - 06/28/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/28/18 PAGE 4

TISONS LANDING GF
 BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/18/18 6236	201804 320-57200-61000	SPRINGGNG OF SPORTS FIELD	*	26,378.00	
				LAWNBOY LAWN SERVICES, INC.			27,678.00 002086
4/23/18 00046		4/10/18 275	201804 320-57200-49400	EASTER EVENT 2018	*	1,408.44	
				RIVERSIDE MANAGEMENT SERVICES INC.			1,408.44 002087
4/23/18 00038		4/23/18 04232018	201804 300-20700-10200	TXFER OF TAX RCPTS	*	1,158.30	
				TISON'S LANDING CDD			1,158.30 002088
4/27/18 00017		4/14/18 60070010	201804 320-57200-41000	SVC THRU 04/24/2018	*	9.89	
				AT&T			9.89 002089
4/27/18 00077		4/16/18 0687-889	201805 320-57200-43200	MAY 18-REFUSE SERVICES	*	163.99	
				REPUBLIC SERVICES #687			163.99 002090
4/27/18 00046		4/23/18 276	201803 320-57200-46600	MAR 18-FACILITY MAINT	*	1,783.00	
		4/23/18 276	201803 320-57200-46000	MAR 18-REPAIRS & MAINT	*	497.00	
		4/23/18 276	201803 320-57200-52000	MAR 18-AMENITY SUPPLIES	*	42.68	
				RIVERSIDE MANAGEMENT SERVICES INC.			2,322.68 002091
5/03/18 00020		2/05/18 87470	201802 320-57200-46800	YELLOW BLUFF LANDING	*	715.00	
		4/05/18 88962	201804 320-57200-46800	YELLOW BLUFF LANDING	*	715.00	
				CLEAR WATERS INC			1,430.00 002092
5/03/18 00030		4/25/18 0906133	201805 320-57200-41050	16529 TISON'S BLUFF RD	*	263.30	
				COMCAST			263.30 002093
5/03/18 00004		5/01/18 367	201805 310-51300-34000	MAY 18-MGMT FEES	*	3,937.50	
		5/01/18 367	201805 310-51300-35100	MAY 18-IT SERVICES	*	83.33	
		5/01/18 367	201805 310-51300-31200	MAY 18-DISSEMINATION SVCS	*	83.33	
		5/01/18 367	201805 310-51300-42000	MAY 18-POSTAGE	*	189.29	

TISO TISON MDELGADO

*** CHECK DATES 03/17/2018 - 06/28/2018 ***

TISONS LANDING GF
BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		5/01/18 367	201805 310-51300-42500		*	89.25	
		MAY 18-COPIES					
				GOVERNMENTAL MANagements SERVICES			4,382.70 002094
5/03/18 00130		4/17/18 36390	201804 320-57200-49400		*	80.00	
		DIGITAL PRINTS					
				SIGN IT QUICK			80.00 002095
5/11/18 00004		5/01/18 368	201805 320-57200-34400		*	2,358.33	
		MAY 18-CONTRACT ADMIN					
				GOVERNMENTAL MANagements SERVICES			2,358.33 002096
5/11/18 00015		4/30/18 89708215	201804 320-57200-43000		*	1,362.46	
		APR 18-ELECTRICT SVCS					
		4/30/18 89708215	201804 320-57200-43100		*	1,154.63	
		APR 18-IRRIGATION SVCS					
		4/30/18 89708215	201804 320-57200-43100		*	405.10	
		APR 18-SEWER					
		4/30/18 89708215	201804 320-57200-43100		*	151.10	
		APR 18-WATER					
				JEA			3,073.29 002097
5/11/18 00052		5/01/18 6263	201804 320-57200-46200		*	3,950.00	
		APR 18-MAINT SVCS					
				LAWNBOY LAWN SERVICES, INC.			3,950.00 002098
5/11/18 00064		2/04/18 30260773	201802 320-57200-46202		*	86.00	
		COLIN ROCHE 02/04/2018					
				NADER'S PEST RAIDERS			86.00 002099
5/11/18 00046		5/01/18 277	201805 320-57200-46601		*	595.00	
		MAY 18-JANITORIAL SVCS					
		5/01/18 277	201805 320-57200-45105		*	3,956.50	
		MAY 18-FACILITY MGMT SVCS					
				RIVERSIDE MANAGEMENT SERVICES INC.			4,551.50 002100
5/25/18 00017		5/14/18 60070010	201805 320-57200-41000		*	136.97	
		SERVICE THRU 06/13/2018					
				AT&T			136.97 002101
5/25/18 00020		5/05/18 89571	201805 320-57200-46800		*	715.00	
		YELLOW BLUFF LANDING					
				CLEAR WATERS INC			715.00 002102
5/25/18 00018		4/18/18 M18587-T	201804 320-57200-46500		*	663.75	
		TANK FILL 04/18/2018					

TISO TISON

MDELGADO

AP300R
 *** CHECK DATES 03/17/2018 - 06/28/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/28/18 PAGE 6

TISONS LANDING GF
 BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		5/11/18 M18587	201805 320-57200-46400		*	950.00	
		MAY 18-POOL SERVICE		CRYSTAL CLEAN POOL SERVICE, INC			1,613.75 002103
5/25/18 00101		5/20/18 16637	201805 320-57200-46000		*	225.00	
		SERVICES INV#16637		FITNESS PRO			225.00 002104
5/25/18 00064		5/01/18 31249724	201805 320-57200-46200		*	242.50	
		LAWN PROGRAM 05/01/2018		NADER'S PEST RAIDERS			242.50 002105
5/25/18 00077		5/16/18 0687-896	201806 320-57200-43200		*	163.99	
		JUN 18-REFUSE SERVICES		REPUBLIC SERVICES #687			163.99 002106
5/25/18 00046		3/31/18 278	201803 320-57200-45106		*	1,530.00	
		MAR 18-ASSITANT HRS			*	1,625.00	
		5/18/18 279	201804 320-57200-46600		*	852.00	
		APR 18-FACILITY MAINT			*	94.00	
		5/18/18 279	201804 320-57200-46000		*	84.04	
		APR 18-REPAIRS & MAINT			*		
		5/18/18 279	201804 320-57200-52000		*		
		APR 18-AMENITY SUPPLIES			*		
		5/18/18 279	201804 320-57200-46602		*		
		APR 18-JANTORIAL SUPPLIES		RIVERSIDE MANAGEMENT SERVICES INC.			4,185.04 002107
6/01/18 00081		4/30/18 149410	201804 310-51300-31500		*	2,275.00	
		APR 18-LEGAL SERVICES		BILLING, COCHRAN, LYLES, MAURO & RAMSE			2,275.00 002108
6/01/18 00030		5/25/18 0906133	201806 320-57200-41050		*	263.30	
		16529 TISON'S BLUFF RD		COMCAST			263.30 002109
6/01/18 00012		5/23/18 18-04192	201805 310-51300-48000		*	74.88	
		NOTC OF QUALIFYING PERIOD		DAILY RECORD			74.88 002110
6/01/18 00101		5/01/18 16540	201804 320-57200-46000		*	345.00	
		PARTS - INV#16540		FITNESS PRO			345.00 002111
6/01/18 00122		5/16/18 16-60-01	201805 320-57200-54000		*	325.00	
		POOL PERMIT #16-60-01363					

TISO TISON MDELGADO

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER						RUN 6/28/18		PAGE 7	
*** CHECK DATES 03/17/2018 - 06/28/2018 ***		TISONS LANDING GF BANK A TISON LANDING									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	....CHECK..... AMOUNT #			
		5/16/18 16-60-01	201805 320-57200-54000			*	200.00				
		POOL PERMIT #16-60-01364									
		FLORIDA DEPARTMENT OF HEALTH								525.00 002112	
6/01/18	00126	1/22/18 350573	201801 320-57200-46000			*	105.00				
		SVC CALL CCTV									
		KENTRONIX								105.00 002113	
6/15/18	00080	6/06/18 142362	201806 310-51300-51000			*	379.00				
		MAIL NOTICE POSTAGE									
		6/06/18 142362	201806 310-51300-42000			*	329.80				
		MAIL NOTICE POSTAGE									
		ADVANCED DIRECT MARKETING SERVICES								708.80 002114	
6/18/18	00018	5/16/18 M18866-T	201805 320-57200-46400			*	383.50				
		TANK FILL 05/16/2018									
		6/12/18 M18866	201806 320-57200-46400			*	950.00				
		JUN 18-POOL SERVICE									
		CRYSTAL CLEAN POOL SERVICE, INC								1,333.50 002115	
6/18/18	00004	6/01/18 369	201806 310-51300-34000			*	3,937.50				
		JUN 18-MGMT FEES									
		6/01/18 369	201806 310-51300-35100			*	83.33				
		JUN 18-IT SERVICES									
		6/01/18 369	201806 310-51300-31200			*	83.33				
		JUN 18-DISSEMINATION SVCS									
		6/01/18 369	201806 310-51300-51000			*	.06				
		JUN 18-OFFICE SUPPLIES									
		6/01/18 369	201806 310-51300-42000			*	8.79				
		JUN 18-POSTAGE									
		6/01/18 369	201806 310-51300-42500			*	8.85				
		JUN 18-COPIES									
		6/01/18 370	201806 320-57200-34400			*	2,358.33				
		JUN 18-CONTRACT ADMIN									
		GOVERNMENTAL MANAGEMENTS SERVICES								6,480.19 002116	
6/18/18	00052	6/05/18 6292	201806 320-57200-46200			*	3,950.00				
		MAY 18-LANDSCAPE MAINT									
		LAWNBOY LAWN SERVICES, INC.								3,950.00 002117	
6/18/18	00064	5/06/18 30974535	201805 320-57200-46200			*	104.00				
		SHRUB SERVICE									
		5/06/18 30974536	201805 320-57200-46200			*	584.88				
		LAWN SERVICE									
		5/06/18 30974537	201805 320-57200-46200			*	86.00				
		ORNAMENTAL SERVICE									
		NADER'S PEST RAIDERS								774.88 002118	

TISO TISON

MDELGADO

AP300R
 *** CHECK DATES 03/17/2018 - 06/28/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/28/18 PAGE 8

TISONS LANDING GF
 BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/18/18	00046	5/24/18 280	201805 320-57200-49400	MOTHER'S DAY TEA PARTY	*	1,010.43	
		6/01/18 281	201806 320-57200-46601	JUN 18-JANITORIAL SVCS	*	595.00	
		6/01/18 281	201806 320-57200-45105	JUN 18-FACILITY MGMT SVCS	*	3,956.50	
				RIVERSIDE MANAGEMENT SERVICES INC.			5,561.93 002119
6/18/18	00130	5/02/18 36525	201805 320-57200-49400	DIGITAL PRINT BANNERS	*	288.00	
				SIGN IT QUICK			288.00 002120
6/26/18	00017	6/14/18 60070010	201806 320-57200-41000	SERVICE THRU 07/13/2018	*	137.13	
				AT&T			137.13 002121
6/26/18	00061	6/15/18 1124958	201806 320-57200-52000	AMENITY SUPPLIES	*	200.00	
				ATLANTIC COMPANIES			200.00 002122
6/26/18	00081	5/31/18 149893	201805 310-51300-31500	SERVICE THRU 05/31/2018	*	700.00	
				BILLING, COCHRAN, LYLES, MAURO & RAMSE			700.00 002123
6/26/18	00012	6/14/18 18-04766	201806 310-51300-48000	NOTIC OF PUBLIC HEARING	*	611.50	
				DAILY RECORD			611.50 002124
6/26/18	00101	5/26/18 16687	201805 320-57200-52000	AMENITY SUPPLIES-WIPES	*	140.00	
		6/20/18 16922	201806 320-57200-46000	RPLC BROKEN OLYMPIC BAR	*	630.00	
				FITNESS PRO			770.00 002125
6/26/18	00064	6/03/18 31224619	201806 320-57200-46200	SHRUB SERVICE	*	104.00	
		6/03/18 31224622	201806 320-57200-46200	LAWN SERVICE	*	584.88	
		6/03/18 31224623	201806 320-57200-46200	ORNAMENTAL SERVICE	*	86.00	
				NADER'S PEST RAIDERS			774.88 002126
6/26/18	00077	6/16/18 0687-902	201807 320-57200-43200	JUL 18-REFUSE SERVICES	*	166.38	
				REPUBLIC SERVICES #687			166.38 002127

TISO TISON MDELGADO

*** CHECK DATES 03/17/2018 - 06/28/2018 ***
TISONS LANDING GF
BANK A TISON LANDING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/26/18	00046	6/07/18 282	201805 320-57200-45106		*	1,590.00	
			MAY 18-FACILITY ASSISTANT				
		6/18/18 284	201805 320-57200-46600		*	1,964.00	
			GENERAL, FACILITY, MAINT				
		6/18/18 284	201805 320-57200-46000		*	549.00	
			REPAIRS & MAINT				
		6/18/18 284	201805 320-57200-46602		*	202.27	
			JANITORIAL SUPPLIES				
				RIVERSIDE MANAGEMENT SERVICES INC.			4,305.27 002128
6/26/18	00038	6/26/18 06262018	201806 300-20700-10200		*	1,568.50	
			TXFER OF TAX RCPTS				
				TISON'S LANDING CDD			1,568.50 002129
6/28/18	00020	6/09/18 90235	201806 320-57200-46800		*	540.00	
			60 GRASS CARP				
				CLEAR WATERS INC			540.00 002130
6/28/18	00064	6/01/18 31506542	201806 320-57200-46200		*	242.50	
			LAWN PROGRAM				
		7/01/18 31480827	201807 320-57200-46200		*	104.00	
			SHRUB SERVICE				
		7/01/18 31480828	201807 320-57200-46200		*	584.88	
			LAWN SERVICE				
		7/01/18 31480829	201807 320-57200-46200		*	86.00	
			ORNAMENTAL SERVICE				
				NADER'S PEST RAIDERS			1,017.38 002131
6/28/18	00046	1/29/18 266	201801 320-57200-46000		*	58.50	
			REPAIR TENNIS CT.LIGHTS				
		6/15/18 283	201806 300-13100-20000		*	3,292.17	
			CONCRETE PATIO DECK				
				RIVERSIDE MANAGEMENT SERVICES INC.			3,350.67 002132
				TOTAL FOR BANK A		133,430.78	
				TOTAL FOR REGISTER		133,430.78	

TISO TISON

MDELGADO



NiteLites®

—The Outdoor Lighting Professionals

Estimate #: 90989

Created: 5/14/18

NiteLites of NE Florida

134 Poole Boulevard St. Augustine FL 32095

904-779-9020

Rep: Sean Hogan

Hall, Chris

16529 Tisons Bluff

Road

Jacksonville FL 32218

3526819874

chall@rmsnf.com

Project	Terms	Install Date
Front and back entrance medians	Due on receipt	

Product	Description	Spec	Price	Quantity	Total
NITE-124A	Commercial Stake	Link	\$65.00	15.00	\$975.00
NITE-004	Spot Light - Aged Brass	Link	\$165.00	13.00	\$2,145.00
NITE-429BR7W60	7W MR-16 COB Warm White, Bright LED in 60° lens		\$45.00	13.00	\$585.00
NITE-009STEM LED	18 Stem for IPS with New 3.6W LED Design included - Aged Brass		\$160.00	2.00	\$320.00
NITE-009 TIER	Tier Design Hat Only for IPS - Aged Brass	Link	\$75.00	2.00	\$150.00
NITE-614	300 Watt Stainless Steel Transformer	Link	\$400.00	2.00	\$800.00
NITE-209	Digital Astro Timer		\$65.00	2.00	\$130.00
AL	Additional Labor- Billed \$95.00 per 30 Minutes		\$95.00	1.00	\$95.00
SOP	Bore under roadway from entry sign and add outlet. 1" conduit to be ran under each entrance (2 total).		\$1,829.00	2.00	\$3,658.00
NITE-800	Covers Labor, Cable, Wire Connection and all other misc. parts per transformer		\$1,125.00	1.00	\$1,125.00

NOTES:

Subtotal: \$9,983.00

Tax: \$0.00

Total \$9,983.00

paid Capital

Proposals – Lawn Boy

Front Island: Remove roses and Alex Schillings 45' back from where the roses are located currently. This encompasses the three roses and 24 schillings on the outside rows. The central row of schillings will remain. The schillings and roses will be replaced with either white variegated or tricolor Asiatic jasmine on 10' centers. The renovated area will be re-mulched with brown mulch to match the mulch from last year. **Cost: \$ 3,073.00**

Back Entrance Sign: Install 50 Lantana plants to help fill in the bare area in front of the rear entry sign.

New mulch is included between the new plants to retard weed growth. **Cost: \$415.00**

Front and rear islands: Remove 6" of soil and replace with new soil in each tip (4) of the medians to help promote better annual flower growth. **Cost: \$2620.00**

From: Doug Ramsey doug.ramsey@i9sports.com
Subject: Fwd: Tison's Landing
Date: July 11, 2018 at 4:18 PM
To: Dave deNagy ddenagy@gmsnf.com



Dave,

Good afternoon I hope your summer is going well. In preparing for the meeting tomorrow I have been thrown a major curve ball as one of my best friends daughter was in a tragic accident and lost her life and I will be attending a funeral tomorrow and will not be able to make the meeting. I really wish that I could but I must go to the funeral. I hope everyone understands.

I am resending a copy of our email thread from July 2017 just so I can be as caught up as possible when speaking on i9's behalf.

When you first sent me this detail and left me a voicemail you mentioned the fields would be redone and that they would be great playing surfaces for residents and provide i9 with a superior playing surface for future seasons with this partnership.

With that I submitted a proposal of a \$5,000 partnership with payment one coming in January of last year and payment two coming upon return of our program. I then presented this same proposal at the meeting I attended and from my understanding the agreement was set. I mailed the first \$2500 check in January (check #2415 deposited on 3/2/2018) along with my Winter rental check (check #2414 for \$530 deposited on 3-2-2018). Upon execution of this deposit my assumption was what I believed to have transpired during the meeting was that indeed we were moving forward for a continued and hopefully lengthy agreement. I feel as though i9 Sports has done everything asked on our end and that we had an agreement in place.

The question has come up about number of residents participating in the programs and that number does vary based of number of participants. Typically though it ranges form 25-40 percent based on numbers. That is a high percentage I believe.

Not only are we providing quality local programs that the residents use we have also provided quite a few with jobs and more.

Over the last 5 years I have employed residents as:

Referees

Sports instructors

Site coordinators

All of these providing extra income to residents and a great way for them to give back to the community.

Not only has i9 providing these items on a small scale but on a larger scale I have had multiple residents mention to me that while playing in our programs they have come to love the neighborhood and have actually purchased homes there. Shawn Juchno is one that comes to mind and I apologize I do not have the others but can say in all honestly we have definitely been more than a weekend rental program for the neighborhood and surrounding area.

I know it has not always been optimal as we have had some issues but feel when they have arisen we have addressed them swiftly and made sure that we were not a burden on the residents.

As I mentioned when we spoke before we market a year in advance and our next season is the Fall season starting September 22nd. Based on the items above I have been promoting our Fall and Winter programs and have people already registered to play. I really hope we can come to some sort of agreement at least for the next few seasons so I do not have to displace these participants many of which are residents but I do understand if that is the only option.

Again I apologize for not being able to make it. I know it does not help my situation but the reason I feel is just and hope the board and the powers that be understand. I would be happy to come sit down with someone on another day if needed. I hope that the board will reconsider after providing the detail above and that we can indeed get back to providing the service we always have and get these young people off the couch and onto the field in their backyard once again.

Have a blessed day and I look forward to hearing from you in the near future. I have attached our Powerpoint Presentation to refresh as to what our programs truly are.



Benefits
Presen...n 2.ppt

Thank You,

Doug Ramsey
Office: 904-425-5575
doug.ramsey@i9sports.com

Begin forwarded message:

From: Doug Ramsey <doug.ramsey@i9sports.com>
Subject: Re: Tison's Landing
Date: July 27, 2017 at 1:08:33 PM EDT
To: Dave deNagy <ddenagy@gmsnf.com>

Dave,

Good afternoon,

Sorry for the delayed response as I was on vacation and playing catchup from being out two weeks for family matters.

I will be sending over the agreement today. I did have one request concerning the dates.

We are currently promoting our winter season already which starts January and ends basically end of February (weather permitting) I was hoping that we could extend to that season as well. I am sure when and if the maintenance takes place it would not be in winter months as we all know that is not peak growing season. That would be a big help especially if the discussion is to shut it down for a 9 months to a year.

Concerning the shared cost of the maintenance what did the board have in mind? I have always offered to help and will be happy to do so to some degree. Unfortunately this business does not generate enough revenue to split the cost of \$26000 with the CDD. I would be happy to contribute in some way possibly paying a portion that we can discuss for sure. I want to be a partner with the community not just someone who rents space and help promote youth athletics in the area locally, as well as help the multiple residents who I have employed as referees, site managers and coaches over the years.

If you could get me an idea of what they are thinking that would be fantastic. My thoughts were to contribute \$5000 to the maintenance that would be paid in two payments of \$2500, one at the start of the maintenance and

the other at the start of our next season once completed. Of course this is just a suggestion but wanted to sow you and the board that I am willing to help offset this cost. I would love to continue our relationship without question as I feel it has been a good one. As with all there are bumps and bruises lol but all in all I think it has been positive.

I look forward to your response.

Thank You,

Doug Ramsey
Office: 904-425-5575
doug.ramsey@i9sports.com

On Jul 7, 2017, at 8:33 AM, Dave deNagy <ddenagy@gmsnf.com> wrote:

Doug,

Good morning.

The Tison's Landing Board met yesterday, and one of the agenda items was the agreement with I9 (DWR Ventures). As you know I9, as part of the agreement (Section 4 B), provides certain maintenance as the fields are used. The District also provides maintenance and upkeep to the fields. The District, in March 2018, is proposing to do extensive resurfacing of the fields - fields used by I9. The resurfacing project will put the fields out of use for approximately one year. The District would like I9 to partner in the cost to have the fields resurfaced and I would like to ask if you will consider sharing in the repair cost, which will cost the District just over \$26,000. This expenditure will give the District a higher quality field for use by its residents and guests and will provide I9 with a superior sports venue for the services it provides in the northeast Jacksonville area.

One of the other questions posed by the Board was - and I'll defer to you for an answer - how many Yellow Bluff residents register with I9 for its programs at Yellow Bluff Landing?

Lastly, please see the attached updated agreement, extending the current term of the agreement to December 31, 2017. If you would review the agreement, then sign and return the agreement to me, I will have it signed by the Chairman and a fully executed copy returned to you.

Please let me know if you have any questions on any of the information noted above.

Thank you,

<Recreational Facilities Agmt I-9 2017.pdf>

David deNagy
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
904.940.5850 x404 (Office)
904.940.5899 (FAX)
ddenagy@gmsnf.com

CONTRACT FOR TECHNOLOGY SERVICES

DATE: February 26, 2015

BETWEEN: **WIREFRASS COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

(Hereinafter referred to as "Client");

AND: **RIZZETTA TECHNOLOGY SERVICES, LLC**
5020 W. Linebaugh Ave.
Suite 200
Tampa, Florida 33624

(Hereinafter referred to as "Consultant").

SCOPE OF SERVICES:

Services provided by Consultant shall be to provide Client with the development, implementation, maintenance and/or the upgrading of its technological capabilities. Services may include, but are not limited to:

Web Site:

Development:

Consultant shall design or re-design and implement a web site for Client to comply with Florida legislative requirements that special districts operate and maintain web sites. Details of required content are shown in Addendum "A".

Hosting and Backup:

Consultant shall provide hosting and backup of Client web site.

Customization:

Consultant shall provide programming services to add features / functions which are in addition to those required by statute and are outlined in Addendum A to this contract.

Content Updating:

Consultant shall update content, including minutes, financial statements, events etc. on a monthly basis.

**CONTRACT FOR TECHNOLOGY SERVICES
WIREGRASS COMMUNITY DEVELOPMENT DISTRICT**

E-mail Services:

Consultant shall establish and register, if necessary, domain name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the Client. Services also include ongoing management of e-mail accounts, hosting and backup.

Additional Services:

Consultant shall provide additional services, as requested, which may include, but are not limited to: network, phone system and wireless internet design, installation and support, security consultation, IT and computer training, activity tracking, alerts and system monitoring.

FEE SCHEDULE:

Fees for services described above shall be as follows:

Web Site:

Development of new web site
Re-design of existing web site
Hosting and Backup
Content Updating
Customization
Termination/Transfer Fee

\$1,500 One-time charge
\$750 One-time charge
\$50 Monthly
\$50 Monthly
To Be Determined
To Be Determined

Approved

Email:

Set-up fee for E-mail services
Ongoing E-mail service (25GB per user)

\$500 One-time charge
\$15 /month/user

Approved
X5

Additional Services:

To Be Determined

Out-of-Pocket Expenses:

In addition to professional fees, project related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation, parking, lodging, meals, reproduction of documents, long distance telephone, fax, postage, clerical support, computer charges and express mail. These expenses will be invoiced along with fees and will be due and payable when invoiced.