

*TISON'S LANDING*  
*Community Development District*

*October 4, 2018*

# *Tison's Landing*

## *Community Development District*

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

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

September 27, 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, October 4, 2018 at 6:00 p.m. at the Yellow Bluff Amenity Center, 16529 Tisons Bluff Road, Jacksonville, Florida 32218. Following is the advance agenda for this meeting:

- I. Roll Call
- II. Public Comment
- III. Staff Reports (1)
  - A. Landscape
  - B. District Engineer
- IV. Consideration of Agreements
  - A. Riverside Management Services, Inc. for Amenity Staff, Janitorial and Pool Maintenance
  - B. Lake Doctors, Inc. for Lake Maintenance
  - C. Nader's Pest Raiders for Pest Control
  - D. Lawnboy for Landscape Maintenance Services
  - E. Atlantic Companies for Security Cameras
- V. Consideration of Pool Area Gate Access Card
- VI. Consideration of Handicap Pool Lift
- VII. Discussion on Speed Data and Consideration of Placement of Digital Speed Signs / Slow Children Playing Signs
- VIII. Consideration of Proposal from VGlobalTech for ADA Website Accessibility
- IX. Ratification of Agreement with Sweat N Core Fitness, LLC for Fitness Classes
- X. Consideration of Resolution 2018-05, Designating Officers
- XI. Approval of the Minutes of the July 12, 2018 Meeting
- XII. Staff Reports (2)
  - A. District Counsel
  - B. District Manager
  - C. Operations Manager – Memorandum
- XIII. Other Business
- XIV. Supervisor Requests / Audience Comments
- XV. Financial Statements

- A. Balance Sheet and Statement of Revenues & Expenditures
- B. Assessment Receipt Schedule
- C. Check Run Summary
- XVI. Next Scheduled Meeting – Special Meeting on December 6, 2018 at 6:00 p.m.
- XVII. Adjournment

The fourth order of business is consideration of agreements with RMS, Lake Doctors, Nader's Pest Raiders, Lawnboy and Atlantic Companies. Copies of the agreements are enclosed for your review and approval.

The fifth order of business is consideration of pool area gate access card. Any backup documentation will be provided under separate cover.

The sixth order of business is consideration of handicap pool lift. Any backup documentation will be provided under separate cover.

The seventh order of business is discussion on speed data and consideration of placement of digital speed signs / slow children playing signs. Any backup documentation will be provided under separate cover.

The eighth order of business is consideration of proposal from VGlobalTech for ADA website accessibility. A copy of the proposal is enclosed for your review and approval.

The ninth order of business is ratification of agreement with Sweat N Core Fitness, LLC for fitness classes. A copy of the agreements is enclosed for ratification.

The tenth order of business is consideration of resolution 2018-05, designating officers. A copy of the resolution is enclosed for approval.

Enclosed for your review and approval under the eleventh order of business is a copy of the minutes of the July 12, 2018 meeting.

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,

*Ernesto Torres*

Ernesto Torres  
District Manager

# *AGENDA*



*Tison's Landing*  
*Community Development District*  
*Agenda*

Thursday  
October 4, 2018  
6:00 p.m.

Yellow Bluff Amenity Center  
16529 Tison's Bluff Road  
Jacksonville, Florida 32218  
**Call In # 1-800-264-8432 Code 964485**  
[www.tisonslandingcdd.com](http://www.tisonslandingcdd.com)

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*FOURTH ORDER OF BUSINESS*

*A.*

## SECOND AMENDMENT TO SERVICES AGREEMENT

**THIS IS A SECOND AMENDMENT TO SERVICES AGREEMENT** (“Second Amendment”), dated the 1st day of October, 2018 (the “Effective Date”), 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”).

### **RECITALS**

**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 to amend Section 2.B of the Agreement to provide for one-year extension terms, thereby extending the term of the Agreement for an additional year through September 30, 2019 in accordance with this Second Amendment; and

**WHEREAS**, the Contractor has proposed to expand the scope of services under the Agreement to provide regular and routine cleaning and maintenance to the swimming pools located at the Tison’s Landing Amenity Center; 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) shall automatically be extended for annual extension terms of one year each upon the mutual consent of the parties, unless otherwise terminated by either party pursuant to Section 4 of this Agreement.

**SECTION 3.** The Services, as defined in the Agreement and specifically in Section 2.C of the Agreement is expanded to include those services set forth in the Contractor's proposal for Fiscal Year 2019, which proposal is attached hereto and made a part hereof as Exhibit A, and which Services shall now include the cleaning and maintenance of the swimming pools at the Tison's Landing Amenity Center, and as follows:

Contractor shall furnish the necessary pool maintenance services as follows:

A. The Services to the Pools to be provided by Contractor consist of regular maintenance of the Pools up to five (5) days per week in accordance with the schedule approved by the District Manager of the District. Maintenance shall include, but not be limited to, cleaning of the pools and fountains, testing the water (pool side), chlorinating, balancing PH, adding algaecide, balancing total alkalinity, cleaning filters, technical support for the pool and fountain equipment, and advising the District of needed warranty or repair work. Contractor, in providing the technical support under this Agreement, shall work towards providing preventative maintenance to extend the life of the Pools and the pool and fountain equipment. Also included within the Services, are the following, as supplemented by those tasks which are set forth in the Proposal:

- (a) Test, balance and maintain chemicals, including chlorine, pH, alkalinity, calcium hardness, and stabilizer, and compliance with regulations and rules of the Health Department Code and County Regulations with respect to pool chemicals;
- (b) Vacuum pools and fountains of all debris, brushing floors, walls and steps, netting of water surface, cleaning all tiles, and cleaning all filters to maintain proper water flow and maximum filtration;
- (c) Backwash filters;
- (d) Clean skimmer baskets;
- (e) Clean hair and lint traps;
- (f) Monitor and interpret gauges, flow meters, operations and recirculation efficiency of various filters and filter media systems;
- (g) Maintain pool ladders, railings, and monitor bumpers, o-rings, gaskets, and gauges;
- (h) Monitor and inspect all pool and fountain equipment each service visit;
- (i) Cleaning and chemicals as needed for the fountain in front of the clubhouse facility; and
- (j) Perform such other work as set forth in the Proposal.

B. All chemicals required to maintain the pools and fountains of the District, or which the District is responsible for maintaining, shall be furnished at the cost of the

Contractor.

C. Every November 1<sup>st</sup> and every May 1<sup>st</sup>, Contractor shall furnish the District Manager of the District with a Pool Equipment Report, providing details on the status of such equipment and recommendations for preventative maintenance or repair to extend the useful life of any such equipment.

**SECTION 4.** Section 2.D of the Agreement is amended to provide that the Annual Contract Amount for Fiscal Year 2019 shall be \$99,742.00 [\$49,902 for Amenity Manager (full time), \$11,000 for Assistant Manager (550 hours), \$22,300.00 for Field Management, \$7,000.00 for Janitorial (1-5 times per week), and \$9,540.00 for Pool Maintenance (1-5 days per week)].

**SECTION 5.** Section 23, entitled "Public Records", is replaced with the following:

**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: ETORRES@GMSNF.COM**

**SECTION 6.** This Second Amendment shall be effective October 1, 2018.

**SECTION 7.** In all other respects the original Service Agreement dated October 1, 2014, the First Amendment and Extension to Services Agreement dated October 1, 2015, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



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

Attest:

**TISON'S LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

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

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

\_\_\_\_\_

CORPORATE SEAL

\_\_\_\_\_

**Exhibit A-2**

**Contractor's Proposal**

**TISON'S LANDING COMMUNITY DEVELOPMENT DISTRICT**

**Facility Management Proposal Fiscal Year 2019**

**Facility Manager, Facility Assistant, Operations Manager, Janitorial and Pool Maintenance**

**Introduction:**

Please consider this Proposal for Riverside Management Services, Inc. to provide the following services for the Tison's Landing Community Development District.

**Facility Manager:**

- The on-site Community Manager is the liaison for the Tison's Landing Community Development District Board and will attend all District meetings. The manager will prepare a detailed memorandum outlining all monthly activity such as District functions, resident concerns, maintenance related issues, etc.
- Respond quickly and professionally to all residents' questions and comments regarding the District
- Maintains professional relationships with all residents, welcoming and educating new homeowners, issuing access cards, updating residents' information, supervising all staff members, monitoring facility usage and rentals
- Coordinates with Operations Manager to ensure all District contracts such as, pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications
- Inspection and performance of simple maintenance tasks for the Amenity Center and common areas for pest control, lighting, cleaning, trash removal, signage, fencing, miscellaneous repairs, etc.
- Inventories cleaning products, paper products, office and first aid supplies
- Concentrates on the safety of the facility to minimize potential hazards and accidents
- Coordinates all special events and activities, organizes volunteers, advertises and purchases supplies. The Community Manager and/or Assistant Manager will direct and participate in all events and activities
- Coordinates reservations for the Amenity Center private events
- Responsible for updating and maintaining the community website
- Educates staff members, residents, visitors on District Policies and Procedures. Prepares monthly reports for recommendations regarding modifications/updates to the Policies and Procedures
- Interactions regarding budgeting, policy recommendations and enforcement, safety and security recommendations, maintenance recommendations, community event recommendations, coordination and communication with the Board of Supervisors and others
- Interfaces with vendors for repairs, billings/payments and approves certain invoices

**Facility Assistant:**

The part-time Facility Assistant shall have the responsibilities of overseeing the amenity facilities and providing the highest quality of customer service. The hours of service will vary and are on an “as needed basis” and directed by the Board of Supervisors. These responsibilities include, but are not limited to the following:

- Professionally address all resident questions, concerns and comments regarding the District
- Maintain a professional relationship with all residents, issuing access cards, updating resident information and monitoring facility usage and rentals
- Educate staff members, residents and visitors on District Policies and Procedures
- Enforce all District policies
- Inspect and document the Amenity Center for lighting, trash removal, signage and any additional that are a concern
- Concentrates on the safety and cleanliness of the facilities to minimize potential hazards and accidents. Will adhere to all legal, health and sanitation codes and complete necessary tasks to keep the facility clean and safe
- Stock cleaning products, paper products, office, restroom and first aid supplies as needed
- Assist with weekend facility staffing during summer months and community events as needed

**Field Operations Manager:**

Riverside Management Services, Inc. shall provide Field Operations Management Services for Tison’s Landing Community Development District. These services include contract administration, inspections, and oversight of the following:

- Landscape Maintenance
- Lake Maintenance
- Utility Accounts
- Field Operations Budget
- Site Inspections
- Monthly night time community light inspections
- Meeting with contractors/service providers
- Attend District Board of Supervisors meetings
- Provide an Operations Memorandum outlining all field related activity
- Prepare maintenance plan for any future District infrastructure
- Receive/Respond to resident emails and phone calls pertaining to District related issues
- Seek proposals for “District” maintenance services and repairs

**Maintenance Personnel:**

RMS has a strong team of experienced, dedicated and hardworking maintenance personnel with the ability to timely respond to most all maintenance issues throughout the community on a cost-effective basis. Some of the services include, but not limited to the following:

- Light inspections and replacements as needed
- Common area inspections and trash removal
- Inspect and remove debris from Lakes and Outfall Structures
- Painting
- Pressure Washing
- Fence repairs
- Playground and Park inspections and repairs
- Refurbish sprayground and water park features
- Grinding sidewalks to minimize any trip hazards
- Fitness equipment repairs
- Security camera system installation
- Wildlife relocation program
- Installation of Holiday decorations
- Paver repairs
- Pool equipment repairs

**Pool Maintenance:**

- Three (3) days per week (April ~ September)
- Two (2) days per week (October ~ March)
- Vacuuming
- Skimming
- Brushing tiles on a routine basis
- Pool and Equipment inspections
- Cleaning Filters
- Chemical Balance (Chlorine, PH, Alkalinity, Sequestriant)
- Chemicals for daily service to be invoiced separately (Chlorine, Acid, DE Powder, etc.)

**Janitorial Services:**

- Areas to be maintained are social/meeting room, kitchen area, fitness center, restrooms (interior of facilities).
- Three (3) visits per week
- Service provided during the week Monday – Friday between the hours of 7:00am – 5:00pm
- Holidays excluded are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day

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

- Sweep, mop, vacuum floors, clean interior windows, empty trash at amenity, clean sinks, toilets, urinals, mirrors, fixtures, etc.
- District to supply all paper products, soaps, trash liners, fitness wipes, etc.

**General Provisions:**

- RMS shall provide, at no additional cost to the District, company uniforms to all personnel providing these services.
- Costs incurred by RMS due to maintenance related emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at \$35 per hour plus travel reimbursement. *Minimum of one (1) hour charge.*
- Reasonable reimbursement for the expense of copies, office supplies, etc.
- District to provide computer, printer and/or any other office related supplies
- All supplies/materials needed for maintenance within the District shall be paid-for by the District. An administrative fee of 15% will be charged for all district related purchases.
- Additional staffing, organizing, purchasing, planning, set up and cleaning for special events and facility rentals shall be invoiced at \$20.00 per hour.
- The current contract pricing for the Assistant Manager is based upon 550 hours. We propose to increase the Assistant Manager hours to 800 which would allow for additional facility coverage. These hours would be primarily used for weekends and extended weekday evening hours during the peak months. These hours can be used at the discretion of the Board of Supervisors. RMS has reduced the Operations Manager cost from \$28,300 to \$22,300 to allow for the additional facility staffing without any additional cost to the District.

<b><u>Services:</u></b>	<b><u>FY 2019</u></b> <b><u>Amount</u></b>	<b><u>FY 2018</u></b> <b><u>Amount</u></b>
Facility Manager <i>(Full Time / 40 hours per week / 50 weeks)</i>	\$49,902	\$47,478
Assistant Manager On an "as needed" basis and as directed by the Board of Supervisors. Not to exceed 550 hrs.	\$11,000	\$11,000
Add 250 assistant hours for increased coverage of the recreational facilities during peak periods.	\$5,000	- 0 -
Field Operations Manager	\$22,300	\$28,300
Pool Maintenance – Upon Request	\$9,540	\$11,400
Janitorial Service	\$7,740	\$7,740

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Tison's Landing, CDD Chairman

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Riverside Management Services, Inc.

*B.*

## AQUATICS MAINTENANCE SERVICES AGREEMENT

THIS AQUATICS MAINTENANCE SERVICES AGREEMENT (the "Agreement"), made and entered into this \_\_\_ day of October, 2018 (the "Effective Date"), 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

**THE LAKE DOCTORS, INC.**, a Florida corporation, whose business address is 3543 State Road 419, Winter Springs, Florida 32708 (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 has a need to retain an independent contractor to furnish lake and aquatic maintenance services and debris removal services for Lakes 1 through 8, Yellow Bluff Landing within and around the District, as more particularly shown in Exhibit A, attached hereto and incorporated herein (the "Maintenance Areas"); and

**WHEREAS**, Contractor has submitted a price quote and proposal, attached hereto and incorporated herein as Exhibit B (the "Proposal") and represents that it is qualified to provide lake and aquatic maintenance services and debris removal services to the District; and

**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 complete, high quality, maintenance of the lakes and aquatic Maintenance Areas of the



District in accordance with this Agreement and the Proposal. The parties acknowledge that Section 13 on page 2 of the Proposal is hereby stricken from the Agreement.

B. The Work under this Agreement shall include, but not be limited to, monthly aquatics maintenance and debris removal services for the Maintenance Areas. The duties, obligations and responsibilities of the Contractor are to conduct monthly inspections and provide the following treatments as needed:

- (1) Underwater and floating vegetation control program, including, but not limited to, algae and aquatic plant control and herbicide application;
- (2) Border grass and brush control to water's edge;
- (3) Exotic invasive aquatic weed control;
- (4) Monthly water testing;
- (5) Fish and wildlife monitoring;
- (6) Biological control agent permit application for triploid carp and mosquito fish;
- (7) Call back service is included at no additional charge;
- (8) Management reporting;
- (9) Debris removal. Debris removal includes, but is not limited to, the removal of all trash and debris from the lakes and lake banks within the District, which trash and debris includes palms, coconuts, plastics, papers, bottles and cans, tree branches, tec. Debris removal shall be performed around all the lakes on each of the twelve (12) scheduled visits to the community;
- (10) Aquatic dye applications; and
- (11) Provide recommendations for additional maintenance or repair work in a proactive manner to advise the District with respect to insuring that the lakes are clean, clear, and free of unwanted vegetation and algae.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and an other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work.

F. Contractor, prior to performing any services under this Agreement on the property, and on each visit shall check in with the District's club facility attendant or his or her designee at the Tison's Landing Amenity Center within the District. Upon

completed the services on each visit, Contractor agrees to check out with the club facility attendant or his or her designee and advise as to services performed during said visit.

### **Section 3. Manner of Contractor Performance.**

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Duval County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative 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 Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

### **Section 4. Compensation.**

A. District agrees to pay Contractor after services are provided the sum of SEVEN HUNDRED NINETY-FIVE AND 00/100 (\$795.00) DOLLARS per month for monthly lake management services as described in this Agreement and the Proposal for an annual contract amount not-to-exceed NINE THOUSAND FIVE HUNDRED FORTY AND 00/100 (\$9,540.00) DOLLARS.

B. Should the District desire additional services or add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**Section 5. Term.** The Contractor shall commence work on October 1, 2018, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on September 30, 2021 (the "Initial Term"). Thereafter, this Agreement shall automatically renew on an annual basis for extension terms of one year each, unless otherwise terminated by either party pursuant to Section 6 of this Agreement.

**Section 6. Termination.** 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. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

**Section 7. Insurance.**

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

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
- (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 equipment required to be licensed.

B. 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 from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. 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 8. Indemnification.**

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 (other than the work itself), 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.

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, on the work. 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 9. Liens and Claims.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District. In addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**Section 10. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and 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. Custom and Usage.** 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 12. Successors.** 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 13. Permits and Licenses.** 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 14. Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

**Section 15. Independent Contractor.** 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 work. 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 16. Familiarity with Laws.** Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

**Section 17. Conflicts.** 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 – Maintenance Areas, and followed by,
- C. Exhibit B – Proposal of Contractor.

**Section 18. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 19. Attorney's Fees.** 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 20. Extent of Agreement.** 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 21. Amendments.** 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 22. Authorization.** 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 23. Notices.** 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: The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, Florida 32708  
Attention: President

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 24. Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and not 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 25. Governing Law; Venue.** 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 26. 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: ETORRES@GMSNF.COM**

**Section 27. Sovereign Immunity.** Nothing herein shall be interpreted or construed as a waiver of the protections or limitations of liability afforded to the District pursuant to Section 768.28, Florida Statutes, or the doctrine of sovereign immunity.

**Section 28. Severability.** 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. Arm's Length Transaction.** 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. Effective Date.** This Agreement shall be effective after execution by both the District and the Contractor, but no earlier than October 1, 2018.

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

**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:

**TISON'S LANDING  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2018

**THE LAKE DOCTORS, INC., a  
Florida corporation**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA                     }  
  }  
COUNTY OF \_\_\_\_\_               }

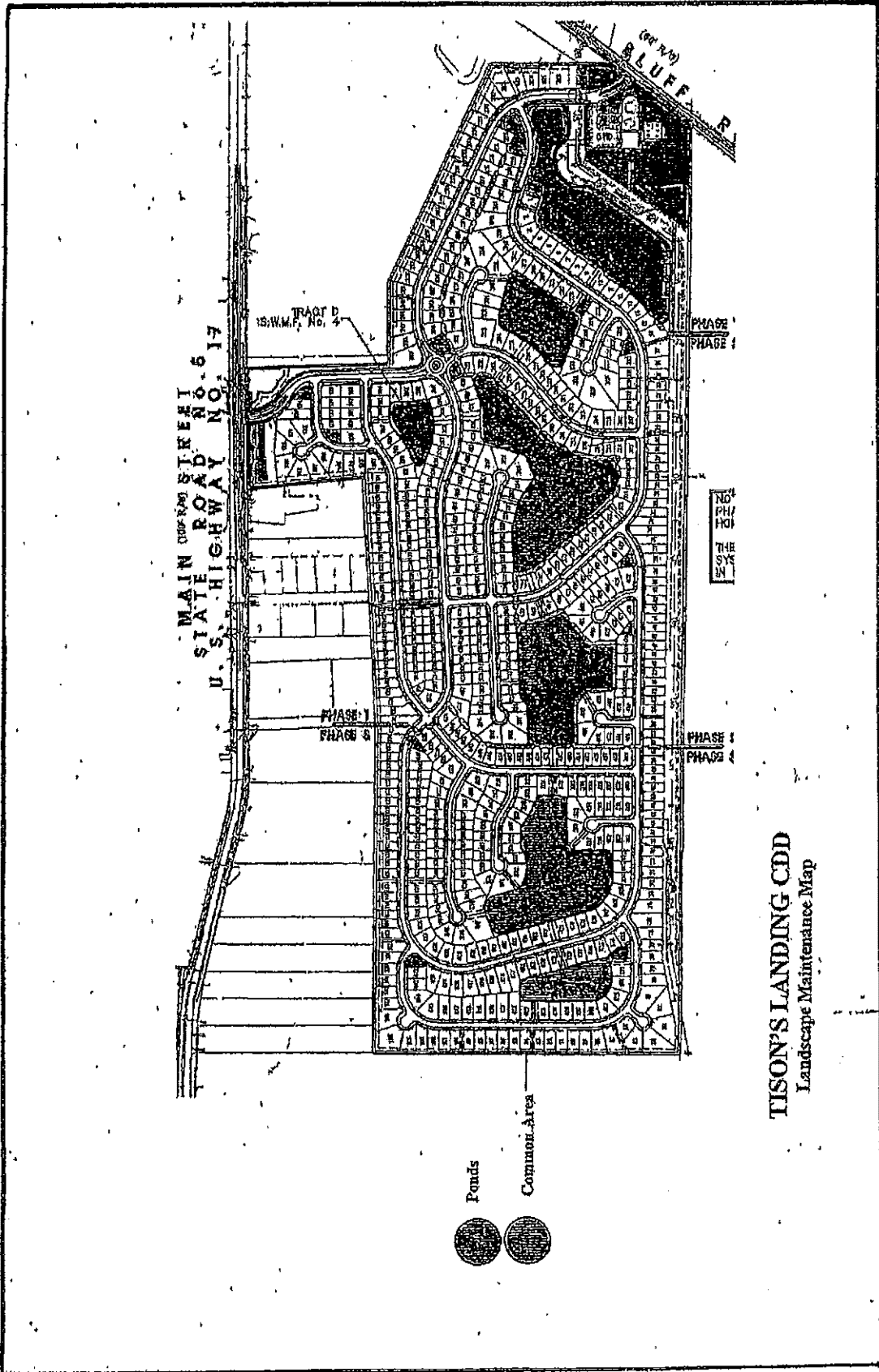
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of THE LAKE DOCTORS, INC., a Florida corporation. He or she is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**MAINTENANCE AREAS**



**TISON'S LANDING CDD**  
Landscape Maintenance Map

**EXHIBIT B**

**PROPOSAL OF CONTRACTOR**

ATTACH PAYMENT HERE



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement

**MAS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**NAME** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** ( ) \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE:** \_\_\_\_\_

Hereinafter called "CUSTOMER" **REQUESTED START DATE:** \_\_\_\_\_  
**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

**Eight (8) lakes** associated with **Tison's Landing CDD**, Jacksonville, Florida.

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Customer's agrees to implement Triploid Grass Carp stocking program for biological control of under-water weeds.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<u>795.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Free Callback Service	\$	<u>INCLUDED</u>
4. Additional Treatments, if required	\$	<u>INCLUDED</u>
5. Detailed Written Service Reports	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>795.00 monthly</u>

**\$795.00 shall be due and payable upon execution of this Agreement**, the balance shall be payable in advance in monthly installments of **\$795.00**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.


D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before October 14, 2018.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed   
MARK A. SEYMOUR, SALES MANAGER

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Name \_\_\_\_\_

## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, **this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party.** If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #4 above.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

*C.*



**THIRD AMENDMENT  
TO SERVICE AGREEMENT**

**THIS IS A THIRD AMENDMENT TO SERVICE AGREEMENT** (“Third Amendment”), dated the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), 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

**ARROW EXTERMINATORS, INC.**, d/b/a Naders Pest Raiders, a Georgia corporation, authorized to do business in Florida, whose business address is 8613 Roswell Road, Atlanta, Georgia 30350, and whose local address is 96014 Chester Road, Yulee, Florida 32097 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District entered into a Service Agreement (Fertilization and Pest Control) with Contractor, dated October 1, 2014, as amended by the First Amendment and Extension to Services Agreement, dated November 16, 2016, and as further amended by the Second Amendment and Extension to Services Agreement, dated July 6, 2018 (collectively, the “Service Agreement”); and

**WHEREAS**, the District Board of Supervisors has determined that certain work from the Services provided by the Contractor should be removed from the Agreement and the annual and monthly compensation adjusted accordingly, and further that the Agreement shall provide for automatic one-year renewals going forward; and

**WHEREAS**, the revised specifications or Services for this Agreement is identified in the Contractor’s Proposal, dated August 29, 2018, as amended to strike-through such work that shall no longer be performed by Contractor under this Agreement (the “Amended Proposal”), which Amended Proposal is attached hereto and made a part hereof as Exhibit A-3; and

**WHEREAS**, upon execution of this Third Amendment, the term of the Agreement shall automatically extend for another year in accordance with Section 3.0, as revised, through September 30, 2019; and

**WHEREAS**, the District Board of Supervisors, at a regular meeting, has authorized the proper officials of District to enter into this Third Amendment; 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 Third Amendment.

**SECTION 2.** Exhibit B to the Agreement is hereby replaced in its entirety with Exhibit A-3.

**SECTION 3.** Section 2.0, entitled "Compensation," is hereby replaced with the following:

**2.0 Compensation.** District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions. For completed Services, District shall make twelve (12) equal monthly payments of \$1,011.06 each to Contractor totaling the annual contract amount of **TWELVE THOUSAND ONE HUNDRED THIRTY-TWO AND 72/100 (\$12,132.72) DOLLARS**. Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager or the District before initiating such work. Contractor shall furnish District with a monthly invoice before the last day of each contractual service month representing the installment due for that month. This provision supersedes any payment schedule or plan set forth in the Proposal

**SECTION 4.** Section 3.0, entitled "Term," is hereby replaced with the following:

**3.0 Term.** Contractor shall commence the provision of the Services on October 1, 2014 ("Effective Date"). The term of this Agreement shall be twelve (12) months; however, the agreement shall automatically renew for annual extension terms of one (1) year each unless sooner terminated by either party pursuant to the provisions of Sections 4.0 through 4.3 of this Agreement.

**SECTION 5.** This Third Amendment shall be effective October 1, 2018.

**SECTION 6.** In all other respects the original Service Agreement dated October 1, 2014, the First Amendment and Extension to Service Agreement dated November 16, 2016, the Second Amendment and Extension to Service Agreement dated July 6, 2018, 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 Third Amendment the day and year first written above.

Attest:

**TISON'S LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ARROW EXTERMINATORS, INC., D/B/A  
Naders Pest Raiders, a Georgia corporation,  
authorized to do business in the State of Florida**

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_  
Print name

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Print Name

CORPORATE SEAL

**Exhibit A-3**

August 29, 2018

## **Tison Landing CDD**

### **Complete Program**

We have broken down the areas of Yellow Bluff Commons.

#### **Yellow Bluff Commons**

**St. Augustine** 203,288 + sq. ft.

We recommend a 6 application program which consists of 4 liquid applications, 2 slow release fertilizer applications, 3 insecticide applications, 1 winterizer application and 2 pre- and post-emergent herbicide applications. Some of these treatments will be combined to make the 6 applications. This program is covered by our guarantee.

#### ST. AUGUSTINE PROGRAM APPLICATION DETAILS

1. (Jan 2019) Liquid fertilizer, insecticide with Post and Pre-emergent herbicide (spectacle & Lotrel)
2. (March 2019) 50% Slow release granular fertilizer 20-0-10, spot treat weed control
3. (May 2019) Slow release Liquid fertilizer and insecticide
4. (July 2019) Liquid fertilizer and insecticide with Aloft
5. (Sept 2018) 50% Slow release granular fertilizer 20-0-10, spot treat weed control
6. (Nov 2018) Liquid potash, insecticide with Post and Pre-emergent herbicide (spectacle & Lotrel)

The cost of this program is \$1169.75 per application, \$7018.50 per year, \$584.88 per month.

**Bermuda Turf** 69,300 + sq. ft.

We recommend a 7 application program which consists of 4 liquid applications, 2 slow release fertilizer applications, 3 insecticide applications, 1 winterizer application and 2 pre- and post-emergent herbicide applications. Some of these treatments will be combined to make the 6 applications. This program is covered by our guarantee.

#### Bermuda Sports Field Complex

1. (Jan 2017) Liquid fertilizer, insecticide with Post and Pre-emergent herbicide (spectacle & Lotrel)
2. (March 2017) 50% Slow release granular fertilizer 20-0-10, spot treat weed control
3. (May 2017) Slow release Liquid fertilizer and insecticide
4. (July 2017) Liquid fertilizer and insecticide with Aloft
5. (Sept) 50% Slow release granular fertilizer 20-0-10, spot treat weed control
6. (Nov 2017) Liquid potash, insecticide with Post and Pre-emergent herbicide (spectacle & Lotrel)

The cost of this program is \$483 per application, \$2898 per year, \$241.50 per month.

## **Trees & Ornamentals of Yellow Bluff**

(A) Oaks – 89

(B) Magnolia - 63

**Oaks & Magnolia** - We recommend treating these trees on a 2 application program that consists of root drenching the trees with a systemic insecticide and a liquid fertilizer plus 2 granular fertilizers.

\$608 per application (\$1216 per year or \$101.34. Per month)

**Ornamentals**- We recommend treating the ornamentals with a 2 application program that consists of 2 foliar applications with a systemic insecticide and a liquid fertilizer plus 2 granular fertilizers.

\$500 per application (\$1000 per year or \$83.34. Per month)

### **~~Tison CDD Club House~~**

~~We propose pest control for the club house consisting of an IPM approach – Crack and Crevice treatment of all bathrooms, kitchen and gym. Exterior treatments around all entry points and granular insecticide bait around the perimeter. We will knock down all wasps nest and spider webs with a Webster.~~

~~Cost per Quarter \$85.00 Annually \$340.00~~

### **EXCLUSIONS**

**Other Exclusions** - This agreement does not include control of nematodes, certain fungi, ants, fleas, ground moles, armadillos, squirrels or other animals that may invade turf, although our insect treatment may lessen their activity.

**Water** – Customer is responsible for providing all water/irrigation necessary to maintain treated areas in a healthy condition and to insure adequate distribution of granular products after application. Water shall be maintained at a sufficient pressure to adequately cover all areas to be treated under this proposal.

**Technician Training** - We follow all local Best Management Practices (BMP's) and our technicians are all trained, certified professionals. Nader's Pest Raiders maintains an ongoing employee training program to guarantee that our technicians are well versed in the proper use

*REMOVED*

We use only top-of-the-line of products from several different manufactures. Among these, we will be using Bayer products at Yellow Buff, meaning we are backed by Bayer.

Thank you again for your time and for the opportunity to offer our quotation and services. We look forward to doing additional business with your team. If you have any questions please feel free to call me at 904-225-9425 or my cell phone at 904-477-6240.

Sincerely

David Eason

Jacksonville Senior Service Center Manager

Nader's Pest Raiders, Inc

*D.*



## SECOND AMENDMENT TO AGREEMENT

**THIS IS A SECOND AMENDMENT TO AGREEMENT** (the "Second Amendment"), dated the 1st day of October, 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").

### **RECITALS**

**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**, Contractor has submitted its Proposal, dated August 24, 2018 to continue to provide Services to the District without an increase in the monthly and annual compensation amount set forth in Section 4.A of the Agreement; and

**WHEREAS**, the parties to the Agreement mutually agree, pursuant to Section 5 of the Agreement, to amend the Agreement to provide for automatic renewals on an annual basis unless otherwise terminated by one of the parties, and that work shall be in accordance with the Contractor's proposal, attached hereto and made a part hereof as Exhibit A-2 (the "2019 Proposal"); and

**WHEREAS**, the District Board of Supervisors authorized the proper officials of District to enter into this Second Amendment; 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 Second Amendment.

**SECTION 2.** The 2019 Proposal hereby supplements the Proposal included as an exhibit to the Agreement. Additional Services under the Agreement, which are not included in the monthly or annual contract amount set forth in Section 4.A of the Agreement, include the following unit price for material and supply cost as well as installation:

Cypress mulch per cubic yard	\$ 39.00
St. Augustine sod per pallet	\$ 305.00
Additional mowing as needed (full, one-time cut price)	\$ 695.00
Mowing of JEA area per cut	\$ 385.00

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

**Section 5. Term.** The Contractor shall commence work on October 1, 2014, and the initial term of the Agreement shall expire on September 30, 2015 (the "Initial Term"). Thereafter, the Agreement shall automatically renew and be extended on an annual basis, unless otherwise terminated by either party pursuant to Section 6 of this Agreement.

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

**SECTION 5.** In all other respects the original Agreement, dated October 1, 2014, and the First Amendment and Extension to Agreement dated November 16, 2016, 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 Second 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**

\_\_\_\_\_  
Print Name

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Print Name

**Exhibit A-2**

**Tison's Landing**  
**Community Development District**  
**Landscape and Irrigation Maintenance Services**



**Proposal Response by**  
**LawnBoy Lawn Services**  
**August 24, 2018**

# **LawnBoy**

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**L A W N S E R V I C E S**

August 24, 2018

Mr. Christopher Hall  
Tison's Landing Operations Manager  
Tison's Landing Community Development District  
16529 Tison's Bluff Road  
Jacksonville, FL 32218

Dear Chris,

Thank you for the opportunity to submit a response for the Tison's Landing Community Development District Landscape and Irrigation Maintenance Services RFP 2019.

We have been a proud supplier to Tison's Landing since 2010. We have watched with pride as the community has grown and prospered. It gives us a great sense of personal satisfaction in the evening or on a weekend (if we visit to check on irrigation or to make a service call) to see all the activity around the community, especially at the community center. We can say with justifiable pride "We helped build that!" We want you to know that we feel a sense of ownership and connection with this community which we have served for so long.

Our mindset from the beginning has been to do what is best for the community regardless of whether we can bill for a service or activity. We have outlined some of these items on the following pages to give you a sense of our commitment to Tison's Landing and the savings this has represented.

We are also mindful that we are not perfect in our operations. We make mistakes. But whether we notice the issue ourselves or it is brought to our attention, we always address and fix the issue. For many of our clients we have been labelled as "most responsive supplier" that they have.

P.O Box 551203 Jacksonville, FL 32255 office@lawnboyinc.com  
904.771.1655 Phone Our Service Stands a YARD Above the Rest! 904.212.1423 Fax

# **LawnBoy**

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**L A W N S E R V I C E S**

A neighborhood this size requires constant attention. As an owner of the company I am on-site when we service the property and am personally involved in our maintenance activities. Not many other companies can say that. We go above and beyond for Tison's Landing. We believe we "punch above our weight." We would be thrilled to be selected to continue to provide lawn maintenance services for the Tison's Landing community.

We have enclosed our response. We would appreciate hearing any questions you may have as you review this information. Feel free to give me a call at 904-683-7563 or e-mail me at [leo@lawnboyinc.com](mailto:leo@lawnboyinc.com).

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Leo Dickinson', with a large, stylized flourish at the end.

Leo Dickinson  
Vice President  
LawnBoy Lawn Services

## **Information on the Tison's Landing –**

### **LawnBoy Lawn Services Eight-Year Relationship**

We would like to highlight some history and facts that might weigh in your decision for your future lawn maintenance company and also take the opportunity to let you know our approach during the last eight years of service to Tison's Landing.

1. Tison's Landing is built on sandy soil. The type of soil does not retain moisture for very long. So, irrigation becomes important. We have always actively managed the various irrigation systems in the neighborhood. In total, there are 14 separate and distinct irrigation systems on the property. This year, it has been less of an issue with all the rain we have received but your sandy soil dries out fast. It requires regular irrigation in most years to continue looking good.
2. The irrigation systems at Tison's Landing are not easy to manage. There are two main systems, one at the front and one at the back. The rest are in the pocket parks scattered throughout the neighborhood. The two main systems are fed via wells. The back system has especially been prone to breakage and issues over the years. Some has to do with activity in the mowed area under the power lines with JEA trucks traveling through there, some with activity on the sports field, some with the zones along Yellow Bluff road, some with the original system design, breakage and/or cutting of controller wires leading to valves, sand coming from the wells wearing out valves, people closing flow controls on the valve to stop specific valves from operating. The list is long. Years ago valve doublers were installed to deal with some of these broken circuit issues. In the last three years we have installed remote nodes. There are currently three nodes configured into this back system. The situation and location of the rear system results in higher than normal maintenance levels.
3. We have never had access to the as-builts for the irrigation system to provide guidance regarding the layout for main irrigation lines, zones and associated zone/common line wiring. Because we have serviced the irrigation system for 8 years, we have built valuable experience in knowing where the lines are buried and the quirks of the system. Some examples are the remote nodes incorporated into the wired system around the community center and the need to program the rear system to irrigate over a two day time frame due to throughput and timing issues.

4. 13 of the 14 pocket parks are too far removed from the front or rear controllers to be directly wired or to deliver well water to them. So, remote controller nodes are used. The water source is city water (potable water.) Each system one has to be programmed and monitored independently. One half of the parks use Hunter nodes and the other half use Rainbird T-Boss nodes. We do not know why the parks use two different configurations. The original pocket parks used T-Boss and then the later parks have switched to Hunter nodes which are far easier to program and maintain.
5. It is not an inconsequential task to check and maintain the 15 different irrigation systems on the property comprising 66 total zones. Each pocket park has at least two zones – one for watering the grass and a second for watering the shrubs.
6. We have always approached our work with the focus of what in the best long term focus of the Yellow Bluff neighborhood. For example, we mow St. Augustine grass at 4.5-5" in height. The taller the grass (within reason) the better it shades the ground, retains moisture and prevents weed growth. Three years ago, we started to see brown areas in the grass around the entirety of the rear area of the property. The existing heads were not adequately clearing the 5" grass. This is because these original heads installed in the back half of the community are 4" pop-ups. At 4" they could not clear the 5" tall St. Augustine grass. We talked to Brian Stephens and over the course of two months we replaced the 4" heads with 6" heads. We paid for the labor and the new 6" heads and nozzles out of our pocket. This effort was over 96 heads in total.
7. Our normal charge rate for irrigation repair is \$ 50.00 per hour. When we do charge for irrigation repair, we have found we charge less than any other company located in Jacksonville. This is not insignificant considering the amount of irrigation repairs that are needed annually.
8. The front irrigation system has had fewer problems than the rear irrigation system over time. On average, however, someone with a key to access the irrigation controller will turn "off" the irrigation controller in the front twice per year. This year, it happened in May. We had just checked the system the week before. We arrived on Thursday like we normally do and the flowers were all dead. Chris changed out the lock on the controller this time, so hopefully we do not have that issue again. LawnBoy replaced the flowers at no cost to the Tison's Landing.
9. Storm Damage and Disaster Recovery. It is important in Florida to be prepared for hurricane season. We make a commitment to you that in the case of a hurricane you are a tier 1 client for repair work, if needed. During hurricane Irma the storm hit Saturday night/Sunday morning. We were out Sunday afternoon examining properties and starting to cut up and remove trees that were blocking roads and blocking access to properties.



10. We have a reputation for quickly addressing issues. If something comes up that needs to be address we take great pride in quickly dealing with the problem.
11. We have learned over time that we have a somewhat limited palate of flowers we can use in the six flower beds. I have enclosed results of soil tests conducted in the flower beds in 2018. LawnBoy paid for these tests. We have known from previous testing that the water and soil in the flower beds of Yellow Bluff have a high pH. The well water has a high pH due to the close proximity to the salt marsh across Yellow Bluff Road – in the back of Eagle Bend Island subdivision. We have amended the soil from time to time to counteract this but found the best solution is to plant flowers which do well in higher pH soil.
12. Flowers. Have always replanted and inter-planted when needed at no cost to Tison's Landing. This has amounted to thousands of dollars over the years. We just see it as part of our long term relationship with Tison's Landing.
13. Speaking of flowers, we have enclosed photos of flower types we have used over the years that do well in higher pH environments. We are certainly open to suggestions of using other types of flowers as long as they are readily available on an on-going basis for inter-planting or replacement planting if we lose some flowers after the initial planting.
14. We replaced the dirt in the four island flower beds in April, 2014. We absorbed the cost of this project to be a good supplier. By the way, we would be willing to do so again, as the dirt needs to be replaced in the island tips in order to assure that flowers do well.
15. We have NEVER charged for a service call to make a trip to Tison's Landing. The typical service call is \$ 50 before including the work performed to deal with the issue. Typically we haven't charged for the work to fix the issue either. We think this is just being a good supplier. We have averaged 8-10 calls per year to address immediate/urgent issues. Here is a sample of the calls we have received requiring we make a trip to Tison's Landing:
  - Call to manually open valves at pocket parks during freeze warning (wintertime) so the irrigation system does not freeze and break.
  - Someone has manually opened valves or backflow in pocket parks. So, we make the trip to turn the backflows and valves off.
  - Tripped breaker(s) at Community Center not allowing irrigation system to run. This historically has been common in the summer time due to thunderstorms/lightning storms.

- Irrigation controller being turned off by someone in front irrigation system.
- Turn off irrigation before Nader's Pest Raiders sprays grass.
- Turn irrigation on after Nader's s Pest Raiders prays grass.
- Someone manually turning off irrigation valves around the Community Center. We have to turn on the flow control or solenoid to restore the value to operating condition.
- Immediate repair of broken irrigation heads or broken irrigation lines.
- When cars have run onto/over the front island as they try to enter Tison's Landing. We have had to fix irrigation because of this.
- Irrigation breaks when ATT installed fiber throughout the community in 2016. They cut irrigation lines in many spots in the common areas. We got calls to come up and repair these breaks.
- Requests to come up and add days to watering cycle during pronounced dry spell

We have not added up the value of these calls and the work, but certainly it is in the thousands of dollars.

16. Mulching. In our 8 years of servicing the property, mulching has been done twice. Once 5 years ago and then last year. Mulching retains moisture, retards weed growth and improves the appearance of the property. This last time the community used 212 Cubic yards of mulch. This is not inexpensive, but would certainly be helpful to the property if it could be mulched on a more regular schedule.
17. We have never had a price increase during our years of servicing the property. The billing did increase in 2014 when 6 additional pocket parks were added. But the base pricing has remained the same since 2010.
18. We are not the type toot our own horns but feel that it is important for you to know the type of partner we have been to Tison's Landing over the years....and to know that we would be the same type of partner in the future.

You can confirm what we are saying via Chris Hall and Brian Stephens. Thank you for your consideration.



## **LawnBoy Lawn Services Background**

LawnBoy Lawn Services is a Jacksonville based commercial lawn services company that has been successful since our founding in 2006. Our motto is "Customer First" and we live by that. We understand that by putting you first, we have the opportunity to gain your trust and build a long-lasting relationship.

Family oriented LawnBoy is dedicated to providing our customers superior service. Our customers have experienced our attention to detail and our focus on complete satisfaction. We love what we do and our goal is to be the Best, not necessarily the biggest.

We have significant financial resources, by carefully managing our finances over the years. We are well capitalized and it allows us to give back. For example, we support programs for the Wounded Warrior Project and United Way in Jacksonville.

We communicate well, via phone, e-mail and text and encourage our clients to contact us with any issues that arise. Our customers have come to depend on our commitment to always be available by phone or email to address your questions, concerns or suggestions.

### **Operating Philosophy**

The quality of our work and the quality of our service is our number one priority. We believe the major factors contributing to high quality work are:

- Training
- Preparation
- Job Satisfaction
- Low Turnover

### **Training**

Training is key to having employees who are productive and consistent. We train our team on the specific equipment that will be used, their role on the team, seasonality of each task and safety procedures.

## **Preparation**

Management is always reviewing the calendar to see what planning is needed for the next week, month and quarter. We ensure that the tools needed to perform the jobs are available. Should a piece of equipment break, we have backup units we switch to, so that work is uninterrupted. Capacity planning is proactive – so that equipment and resources are always available in advance. This advance preparation keeps our crews running on time.

## **Job Satisfaction**

We clearly define the expectations for each team member. We are a growing company and provide opportunities for entry level staff to move up and become supervisors and managers. Our goal is to keep our team members for a long time. Happy, educated and knowledgeable team members are important to quality work and customer satisfaction.

## **Low Turnover**

We work hard to retain team members and that approach is reflected in very low turnover, especially when you consider the industry. We believe in paying well in order to retain our talent. Low turnover also allows us to build “seasonal knowledge” of a property. When a team member works on a client property continually for more than one year they build experience regarding how the property responds and reacts seasonally. This allows them to tailor their efforts to the property and results in better quality work. Our experience is that we can provide better service with long term staff.

## **Service**

Our clients give us high marks for both our on-time work and the quality of our service. We believe one of the best indicators of quality is the ratio of customers who renew contracts. Our contract renewal rate is 93%.

## **Tree Work and Disaster Recovery**

We work with our clients first when disaster strikes. Our goal is to clear any tree damage and make your property accessible and functional as quickly as possible. In case of storm damage, we work weekends and long hours to make this happen. This has been our guiding principal through all our major storms over the last 12 years.

## **Website:**

To learn more about LawnBoy Lawn Services please see our website at [www.Lawnboyinc.com](http://www.Lawnboyinc.com)

**Available but not included unit pricing including installation:**

Cypress mulch per cubic yard	\$ <u>39.00</u>
St. Augustine sod per pallet	\$ <u>305.00</u>
Additional Mowing as needed (Full, one time cut price)	\$ <u>695.00</u>

**Tison's Landing Community Development District Landscape and Irrigation  
Maintenance Services FY 2019**

Proposal Price per Month	\$ <u>3,950.00</u>
Total Proposal Price per year	\$ <u>47,400.00</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

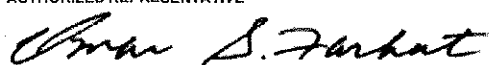
<b>PRODUCER</b> All Lines Insurance Agency, Inc. 4828 Blanding Blvd Suite 1 Jacksonville FL 32210-7390	<b>CONTACT NAME:</b> Peggy Logan <b>PHONE (A/C, No, Ext):</b> 904-384-0783 <b>E-MAIL ADDRESS:</b> mlogan@all-lines.com	<b>FAX (A/C, No):</b> 904-384-0550
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> IDLD Usa Inc dba Lawnboy Lawn Services 10337 Marble Egret Dr Jacksonville FL 32257	<b>INSURER A :</b> Auto-Owners Insurance Company <b>NAIC #</b> 18988	
	<b>INSURER B :</b> Travelers Indemnity Company <b>25658</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 85414590      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6600C783001	7/3/2018	7/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		4920652700	7/3/2018	7/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Lawnboy Lawn Services FDACS Evidence of Insurance Jacksonville FL 32257	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  IDLD USA INC 10337 MARBLE EGRET DR Jacksonville, FL 32257	<b>INSURER A :</b> Market Insurance Company	<b>NAIC #</b> 38970
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 936234**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y    N/A    N	MWC0112266-02	07/06/2018	07/06/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  IDLD USA Inc., dba: Lawnboy Lawn Services 10337 Marble Egret Drive Jacksonville, FL 32257	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# Flowers Used at Tison's Landing

These varieties have met the following criteria: Pleasing appearance, tolerance to high pH levels, long term availability and ability to handle heat or cold depending upon the time of year.



**Violas – Cold Weather**





**Dusty Miller with  
Begonias - Fall**



**Dianthus – Spring and  
Fall**



**Coleus - Summer**



**Pansies - Winter**





**Begonias – Spring,  
Summer, Fall**



**Pentas – Summer, Fall**



# Irrigation Work - A Sampling



**Irrigation line break during  
installation of new pool fence**



**Irrigation line break  
at sports field**



**Cracked irrigation line –  
from vehicle traffic**

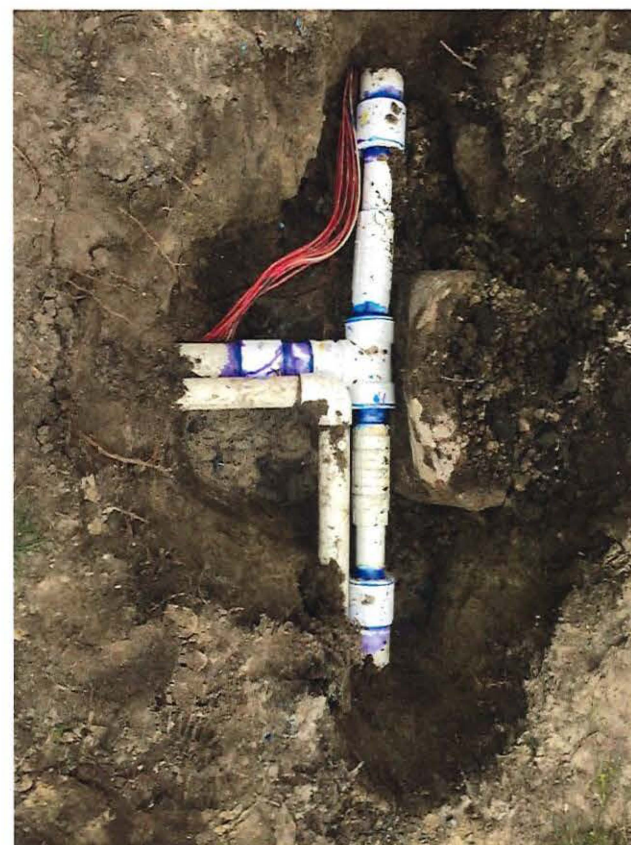


**Adding irrigation valve to field**





**Broken irrigation manifold  
in old pocket park**



**Break in sports field area –  
cause – water hammer action  
when system kicks on**



**After AT&T Installed fiber... a zone in the double pocket park stopped working**



**This was the work to get the zone back operational**





**Couplers failed – water hammer action upon system start is the most likely culprit. Corner of Tisons Bluff Road and Magnolia Grove Way.**



**Flower Bed**  
**Soil Test Results**  
**Beds 1-6**

790.030

REPORT TO: 11021  
 SITEONE LANDSCAPE SUP. 021  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

**TURF AND ORNAMENTAL  
 SOIL TEST AND RECOMMENDATION REPORT**

SUBMITTED BY/FOR: LAWNBOY

218776

05/04/18  
**CLC LABS**  
 325 VENTURE DRIVE  
 LEWIS CENTER, OHIO 43035  
 614-888-1663

REPORT REF. NUMBER	RESULTS OF ANALYSIS						CALCULATED VALUES					RESULTS OF ANALYSIS							
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient					
				P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
1	30Z	7.3		200+	50	2766	678	9.8	0.7	71	29								
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11	AVERAGE RESULTS →			200	50	2766	678	9.8	0.7	71	29								

DISPLAY OF AVERAGE RESULTS

SURPLUS	*																		
HIGH	*																		
ADEQUATE	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*



REPORT REF. NUMBER	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.						COMMENTS	
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/MAINT. LEVEL	LIME LBS/M	LIME TYPE	NITROGEN	APP. FREQ	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O		Mg
1	1	ANNUAL FLOWERS	ORN. BED	MED.			4.0 -5.0	S	0.0	4.5		See All
2												
3												
4												
5												
6												
7												
8												
9												
10												
11	RECOMMENDATIONS FOR AVERAGE RESULTS →						4.0 -5.0	S	0.0	4.5		See All

SEE COMMENTS ON REVERSE SIDE

DUE TO VARIATIONS IN WEATHER, SOIL CONDITIONS AND CULTURAL PRACTICES, NO WARRANTY EITHER EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO PLANT PERFORMANCE.

## UNDERSTANDING YOUR SOIL TEST REPORT

SOIL TEST RESULTS	ANALYTICAL RESULTS	LIME AND FERTILIZER RECOMMENDATION COMMENTS																																																																													
<p><b>SOIL pH:</b> A measure of active acidity or alkalinity in a soil/water slurry. pH 7.0 is neutral, pH &lt;7.0 is acidic and pH &gt;7.0 is alkaline. Most turf and ornamentals prefer a pH of 6.0 to 7.5. Certain acid-loving plants prefer a pH &lt;6.0.</p> <p><b>BUFFER pH:</b> A measure of the soil's ability to acidify a buffered solution. Used to determine the resistance to change in pH (acidic buffer capacity), when the soil pH is below 6.3. The Buffer pH (not soil pH) is used to determine the lime requirement in most soils.</p> <p><b>PHOSPHORUS (P):</b> A measure of the available phosphorus (Bray 1) expressed in pounds per acre.</p> <p><b>POTASSIUM (K):</b> A measure of the available (exchangeable) potassium expressed in pounds per acre.</p> <p><b>CALCIUM (Ca) and MAGNESIUM (Mg):</b> A measure of the available (exchangeable) calcium and magnesium. Optimum soil test levels may vary depending on the cation exchange capacity and percent base saturation.</p> <p><b>CATION EXCHANGE CAPACITY (CEC):</b> A calculated value used to determine the relative nutrient holding capacity of the soil for the cations K<sup>+</sup>, Ca<sup>++</sup>, Mg<sup>++</sup>, H<sup>+</sup> (hydrogen) &amp; Na<sup>+</sup> (sodium), if a sodium test is requested. CEC values are expressed as milliequivalents per 100 grams (meq/100) of soil. Exchangeable cations determined using neutral (pH 7.0) 1M ammonium acetate.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Typical CEC Ranges</th> <th style="text-align: center;">Soil Texture</th> <th style="text-align: center;">Relative Nutrient Holding Capacity CEC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0-12</td> <td style="text-align: center;">Coarse (sandy)</td> <td style="text-align: center;">Very Low &lt; 5</td> </tr> <tr> <td style="text-align: center;">8-25</td> <td style="text-align: center;">Medium (loamy)</td> <td style="text-align: center;">Low &lt; 10</td> </tr> <tr> <td style="text-align: center;">22-40+</td> <td style="text-align: center;">Fine (clayey)*</td> <td style="text-align: center;">Medium 10-22</td> </tr> <tr> <td style="text-align: center;">30-50+</td> <td style="text-align: center;">Organic</td> <td style="text-align: center;">High &gt; 22</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">* Certain types of clay soils have lower CEC ranging from 3 to 12.</p> <p><b>PERCENT BASE SATURATION:</b> Calculated values showing the percentage of the CEC occupied by each tested cation. Most turfgrasses and ornamentals perform best when the cations are in balance in the ranges shown below:</p> <table style="width: 100%; margin-top: 5px;"> <tr> <td>POTASSIUM</td> <td>- K</td> <td>2-7%</td> </tr> <tr> <td>CALCIUM</td> <td>- Ca</td> <td>65-85%</td> </tr> <tr> <td>MAGNESIUM</td> <td>- Mg</td> <td>10-20%</td> </tr> <tr> <td>HYDROGEN</td> <td>- H</td> <td>0-5%* (when present)</td> </tr> <tr> <td>SODIUM</td> <td>- Na</td> <td>0-5% (when tested)</td> </tr> </table> <p style="font-size: x-small; margin-top: 5px;">* Higher hydrogen saturations (5-25%) may be acceptable for certain acid-loving plants. Calculated base saturations will be lower than normal and the CEC will be higher than normal when hydrogen saturations exceed 10%.</p>	Typical CEC Ranges	Soil Texture	Relative Nutrient Holding Capacity CEC	0-12	Coarse (sandy)	Very Low < 5	8-25	Medium (loamy)	Low < 10	22-40+	Fine (clayey)*	Medium 10-22	30-50+	Organic	High > 22	POTASSIUM	- K	2-7%	CALCIUM	- Ca	65-85%	MAGNESIUM	- Mg	10-20%	HYDROGEN	- H	0-5%* (when present)	SODIUM	- Na	0-5% (when tested)	<p><b>MICRO &amp; SECONDARY NUTRIENTS:</b> Available micro and secondary nutrients can be interpreted according to the table below. Response to available micro and secondary nutrients may differ according to turf or ornamental plant type.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">RELATIVE VALUE</th> <th style="text-align: center;">IRON (Fe)</th> <th style="text-align: center;">MANGANESE (Mn)</th> <th style="text-align: center;">ZINC (Zn)</th> <th style="text-align: center;">COPPER (Cu)</th> <th style="text-align: center;">BORON (B)</th> <th style="text-align: center;">SULFUR (S)</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">-----lbs./acre-----</td> </tr> <tr> <td style="text-align: center;">LOW</td> <td style="text-align: center;">&lt;15</td> <td style="text-align: center;">&lt;10</td> <td style="text-align: center;">&lt;2</td> <td style="text-align: center;">&lt;0.5</td> <td style="text-align: center;">&lt;0.5</td> <td style="text-align: center;">&lt;20</td> </tr> <tr> <td style="text-align: center;">ADEQUATE</td> <td style="text-align: center;">15-120</td> <td style="text-align: center;">10-50</td> <td style="text-align: center;">2-5</td> <td style="text-align: center;">0.5-5.0</td> <td style="text-align: center;">0.5-3.0</td> <td style="text-align: center;">20-80</td> </tr> <tr> <td style="text-align: center;">HIGH</td> <td style="text-align: center;">&gt;120</td> <td style="text-align: center;">&gt;50</td> <td style="text-align: center;">&gt;5</td> <td style="text-align: center;">&gt;5.0</td> <td style="text-align: center;">&gt;3.0</td> <td style="text-align: center;">&gt;80</td> </tr> </tbody> </table> <p><b>ORGANIC MATTER (OM3):</b> An estimate of the organic matter content of the soil reported as percent by weight. Organic matter is determined by combustion at 440°C using the U.S. Golf Assoc. method (ASTM D 2974).</p> <p><b>SOLUBLE SALTS (SS):</b> A measure of the salt concentration in the soil from both fertilizer and non-fertilizer sources.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Potential for Plant Injury</th> <th style="text-align: center;">Soluble Salts (mhos X 10<sup>-1</sup>)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">VERY LOW</td> <td style="text-align: center;">&lt; 25</td> </tr> <tr> <td style="text-align: center;">LOW</td> <td style="text-align: center;">26-100</td> </tr> <tr> <td style="text-align: center;">MEDIUM (Sensitive plants may be injured)</td> <td style="text-align: center;">101-200</td> </tr> <tr> <td style="text-align: center;">HIGH</td> <td style="text-align: center;">201-300</td> </tr> <tr> <td style="text-align: center;">VERY HIGH (Most plants injured)</td> <td style="text-align: center;">&gt; 300</td> </tr> </tbody> </table> <p><b>DISPLAY OF AVERAGE RESULTS:</b> Line 11 on the report shows the average value for the tested nutrient. The average value for each nutrient is displayed graphically in the center section of the report. This provides an easy to interpret guide to the nutrient status of the soil.</p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. Optimum levels of plant nutrients vary with plant type, its use and fertility management level. These factors along with soil test information are used to make specific fertilizer recommendations.</li> <li>2. To convert pounds of nutrient per acre to parts per million divide reported values by 2.</li> <li>3. To convert soluble salt values to millimhos (mmhos) per centimeter (cm) divide reported values by 100.</li> <li>4. Results followed by a "+" are outside the normal test range. Actual values are higher than shown and can be determined upon request.</li> </ol>	RELATIVE VALUE	IRON (Fe)	MANGANESE (Mn)	ZINC (Zn)	COPPER (Cu)	BORON (B)	SULFUR (S)	-----lbs./acre-----							LOW	<15	<10	<2	<0.5	<0.5	<20	ADEQUATE	15-120	10-50	2-5	0.5-5.0	0.5-3.0	20-80	HIGH	>120	>50	>5	>5.0	>3.0	>80	Potential for Plant Injury	Soluble Salts (mhos X 10 <sup>-1</sup> )	VERY LOW	< 25	LOW	26-100	MEDIUM (Sensitive plants may be injured)	101-200	HIGH	201-300	VERY HIGH (Most plants injured)	> 300	<p><b>CAUTION!</b> To avoid plant injury consult a professional in the turf and ornamentals industry or your County Cooperative Extension Service before using recommended fertilizers or lime.</p> <p><b>ALL RECOMMENDATIONS</b> represent a typical amount for the plant type, its use and fertility management level as determined by the sample information provided and the soil test results. Actual fertility management may vary with different cultural practices, i.e. rate and timing of application, nutrient source, application method, etc.</p> <p><b>LIME RECOMMENDATIONS</b> are given in pounds per 1,000 sq. ft. (LBS/M) or tons per acre (TON/A) of ground limestone (TNP&gt;90%). Recommendations are for the amount needed to correct acid soil conditions for the specific plant types. Do not over-apply lime to established turf areas. Incorporate recommended amounts into the root zone at establishment.</p> <p><b>LIME TYPE:</b> When calcium and magnesium tests are performed, the lime type recommended will be indicated as high calcium (Ca) or high magnesium/dolomitic lime (Mg).</p> <p><b>NITROGEN RECOMMENDATIONS</b> are given in lbs. per 1,000 sq. ft. or lbs. per acre of actual nitrogen (N). <b>APP. FREQ:</b> Recommendations for application frequency given on a per season (S) basis should be split into multiple applications. Recommendations may also be given on a per month (M) of growing season or month of establishment basis. When <b>NEW/ESTB.</b> is selected as the fertility management level, nutrient recommendations are for incorporation into the soil at the time of planting (preferred) or for surface application during the first three months or more of establishment.</p> <p><b>PHOSPHATE RECOMMENDATIONS</b> are given in lbs. per 1,000 sq. ft. or lbs. per acre of P<sub>2</sub>O<sub>5</sub>. Recommendations are given as the annual requirement for maintenance, if soil test values are adequate to high; the corrective amount, if soil test values are low; or the amount to be used during the establishment phase.</p> <p><b>POTASSIUM RECOMMENDATIONS</b> are given in lbs. per 1,000 sq. ft. or lbs. per acre of K<sub>2</sub>O. Recommendations are given as the annual requirement for maintenance, if soil test values are adequate to high; the corrective amount, if soil test values are low; or the amount to be used during the establishment phase.</p> <p><b>OTHER NUTRIENT RECOMMENDATIONS</b> are given in lbs. per 1,000 sq. ft. or lbs. per acre of elemental magnesium (Mg), iron (Fe), manganese (Mn), or zinc (Zn). Recommendations are given as the corrective amount for maintenance or the amount to be used during the establishment phase. Do not over apply micronutrients.</p>
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REPORT TO: 11021  
 SITEONE LANDSCAPE SUP. 021  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

790.031

### TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: LAWNBOY

218776

05/04/18  
**CLC LABS**  
 325 VENTURE DRIVE  
 LEWIS CENTER, OHIO 43035  
 614-888-1663

REPORT REF. NUMBER	RESULTS OF ANALYSIS						CALCULATED VALUES						RESULTS OF ANALYSIS					
	LAB NO.	Soil pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient				OM3 %	
			P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
1	31Z	7.4	180	66	4823	607	14.7	0.6	82	17								16.9
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11	AVERAGE RESULTS →		180	66	4823	607	14.7	0.6	82	17								16.9

DISPLAY OF AVERAGE RESULTS

	SURPLUS																		
	*																		
	*																		
HIGH	*							*	*	*	*	*	*	*	*	*	*	*	*
	*							*	*	*	*	*	*	*	*	*	*	*	*
ADEQUATE	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

REPORT REF. NUMBER	SAMPLE INFORMATION					FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.													
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/MAINT. LEVEL	LIME BS/M	NITROGEN	APP. FREQ.	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O	Mg									COMMENTS
2		ANNUAL FLOWERS	ORN. BED	MED.		4.0 - 5.0	S	0.0	3.5										See All
	RECOMMENDATIONS FOR AVERAGE RESULTS →					4.0 - 5.0	S	0.0	3.5										See All

SEE COMMENTS ON REVERSE SIDE

DUE TO VARIATIONS IN WEATHER, SOIL CONDITIONS AND CULTURAL PRACTICES, NO WARRANTY EITHER EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO PLANT PERFORMANCE.

790.032

TURF AND ORNAMENTAL

05/04/18

REPORT TO: 11021  
 SITEONE LANDSCAPE SUP. 021  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: LAWNBOY

218776

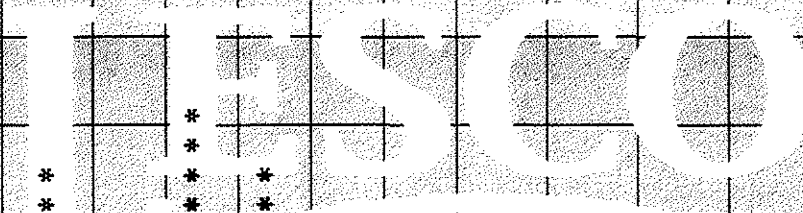
CLC LABS®

325 VENTURE DRIVE  
 LEWIS CENTER, OHIO 43035  
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REPORT REF. NUMBER	RESULTS OF ANALYSIS						CALCULATED VALUES					RESULTS OF ANALYSIS						
	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient				OM3 %	
			P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
32Z	7.4		200+	104	5337	715	16.5	0.8	81	18								21.4
AVERAGE RESULTS →			200	104	5337	715	16.5	0.8	81	18								21.4

DISPLAY OF AVERAGE RESULTS

SURPLUS	*																	*
HIGH	*																	*
ADEQUATE	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*



REPORT REF. NUMBER	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.							COMMENTS	
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/ MAINT. LEVEL	LIME BS/M	LIME TYPE	NITROGEN	APP. FREQ	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O	Mg		
3	ANNUAL FLOWERS	ORN. BED	MED.				4.0 -5.0	S	0.0	2.5			See All
RECOMMENDATIONS FOR AVERAGE RESULTS →							4.0 -5.0	S	0.0	2.5			See All

SEE COMMENTS ON REVERSE SIDE

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790.033

REPORT TO: 11021  
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# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: LAWNBOY

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05/04/18  
**CLC LABS**  
 325 VENTURE DRIVE  
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	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient				DM3 %	
			P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
33Z	7.1		200+	130	4431	548	13.5	1.2	82	17								26.4
AVERAGE RESULTS →			200	130	4431	548	13.5	1.2	82	17								26.4

DISPLAY OF AVERAGE RESULTS

SURPLUS	*																	*
HIGH	*																	*
ADEQUATE	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

REPORT REF. NUMBER	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.							COMMENTS	
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/MAINT. LEVEL	LIME LBS/M	LIME TYPE	NITROGEN	APP. FREQ	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O	Mg		
4	ANNUAL FLOWERS	ORN. BED	MED.				4.0 -5.0	S	0.0	2.5			See All
RECOMMENDATIONS FOR AVERAGE RESULTS →							4.0 -5.0	S	0.0	2.5			See All

SEE COMMENTS ON REVERSE SIDE

DUE TO VARIATIONS IN WEATHER, SOIL CONDITIONS AND CULTURAL PRACTICES, NO WARRANTY EITHER EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO PLANT PERFORMANCE.

790.034

REPORT TO: 11021  
 SITEONE LANDSCAPE SUP. 021  
 8618 PHILLIPS HWY  
 JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: LAWNBOY

218776

05/04/18  
**CLC LABS**  
 325 VENTURE DRIVE  
 LEWIS CENTER, OHIO 43035  
 614-888-1663

REPORT REF. NUMBER	RESULTS OF ANALYSIS						CALCULATED VALUES						RESULTS OF ANALYSIS						
	LAB NO	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient				OM3 %	
				P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
1	34Z	7.1		200+	144	4064	617	12.9	1.4	79	20								26.2
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11	AVERAGE RESULTS →			200	144	4064	617	12.9	1.4	79	20								26.2

DISPLAY OF AVERAGE RESULTS

SURPLUS	*																		*
HIGH	*																		*
ADEQUATE	*			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

REPORT REF. NUMBER	SAMPLE INFORMATION					FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.							COMMENTS
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/MAINT. LEVEL	LIME LBS/M	NITROGEN	APP. FREQ	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O	Mg			
1	5	ANNUAL FLOWERS	ORN. BED	MED.		4.0 -5.0	S	0.0	2.5				See All
2													
3													
4													
5													
6													
7													
8													
9													
10													
11	RECOMMENDATIONS FOR AVERAGE RESULTS →					4.0 -5.0	S	0.0	2.5				See All

SEE COMMENTS ON REVERSE SIDE

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790.035

REPORT TO: 11021  
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8618 PHILLIPS HWY  
JACKSONVILLE, FL 32256

# TURF AND ORNAMENTAL SOIL TEST AND RECOMMENDATION REPORT

SUBMITTED BY/FOR: LAWNBOY

218776

05/04/18

CLC LABS®

325 VENTURE DRIVE  
LEWIS CENTER, OHIO 43035  
614-888-1663

*Leo J. Dickinson @ S.M.L. - Cen*

REPORT REF. NUMBER	RESULTS OF ANALYSIS						CALCULATED VALUES					RESULTS OF ANALYSIS							
	LAB NO.	Soil pH	Buffer pH	Pounds per Acre Available Nutrient				Cation Exchange Capacity	% Base Saturation					Pounds per Acre Available Nutrient				OM3 %	
				P	K	Ca	Mg		K	Ca	Mg	H	Na	Fe	Mn	Zn	Cu		
1	35Z	7.4		200+	94	2497	367	7.9	1.5	79	19								3.6
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11	AVERAGE RESULTS →			200	94	2497	367	7.9	1.5	79	19								3.6

### DISPLAY OF AVERAGE RESULTS

SURPLUS	*																		
HIGH	*																		
ADEQUATE	*			*	*			*	*									*	
LOW	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

# FESCO

333-8995

REPORT REF. NUMBER	SAMPLE INFORMATION				FERTILIZER RECOMMENDATIONS IN LBS. PER 1,000 SQ. FT.							COMMENTS	
	SAMPLE IDENTIFICATION	PLANT TYPE	AREA TYPE	FERT/MAINT. LEVEL	LIME BS/M	LIME TYPE	NITROGEN	APP. FREQ.	P <sub>2</sub> O <sub>5</sub>	K <sub>2</sub> O	Mg		
1	5	ANNUAL FLOWERS	ORN. BED	MED.			4.0 - 5.0	S	0.0	3.5			See All
2													
3													
4													
5													
6													
7													
8													
9													
10													
11	RECOMMENDATIONS FOR AVERAGE RESULTS →						4.0 - 5.0	S	0.0	3.5			See All

SEE COMMENTS ON REVERSE SIDE

DUE TO VARIATIONS IN WEATHER, SOIL CONDITIONS AND CULTURAL PRACTICES, NO WARRANTY EITHER EXPRESSED OR IMPLIED IS MADE WITH RESPECT TO PLANT PERFORMANCE.



*E.*

## SMALL PROJECT AGREEMENT

### (Camera Installation)

THIS SMALL PROJECT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between:

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

and

**ATLANTIC COMPANIES, INC.**, a Florida corporation, having the principal address of 1714 Cesery Boulevard, Jacksonville, Florida 32211 (the "Contractor").

### RECITALS

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District desires to purchase and have installed a provide a camera and recording system at both the main entrance and the rear entrance to the development constituting the District (the "Project"), in accordance with and as more particularly described in the Contractor's proposals dated August 7, 2018 (collectively, the "Proposal") to complete the Project, which Proposal is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project;

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

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

#### **SECTION 2. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and in the Proposal attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services, including electrical upgrades and improvements, necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein and in the Proposal. Contractor acknowledges that no other capital expense is contemplated or necessary to complete this Project.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project and the performance of this Agreement in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, park properties and facilities, District lands, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. Contractor shall be fully responsible for developing, maintaining, and implementing any plans required by the City of Jacksonville (the "City") and Duval County, Florida (the "County") as part of the permitting process or in connection with the Contractor's work, including but not limited to Maintenance of Traffic (MOT) Plans, if any. Further, if such plans or permits are required, District shall be responsible for the expense associated with such plans or permits, at cost. Contractor is responsible for submitting and securing the approval of the MOT with the appropriate government entities or agencies. With respect to securing any applicable building and other permits associated with the Project, Contractor shall submit, and follow up on through issuance, all necessary permit applications associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required to such permit applications. Permit fees are NOT included in the Contract Amount, as later defined.

J. Except as otherwise specifically provided herein, Contractor has recommended the products and equipment being purchased and installed pursuant to this Agreement, and Contractor certifies, guarantees, and warrants that the Project will be fully-compliant and

compatible with the existing systems, wiring, hardware and software of the District that constitute the security system facilities of the District.

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

A. District agrees to compensate the Contractor in the total not-to-exceed amount of **SEVENTEEN THOUSAND TWO HUNDRED TWENTY AND 00/100 (\$17,220.00) DOLLARS** (“Contract Amount”), in accordance with the payment terms set forth in the Proposal for installation of equipment. As provided in the Proposal, once the Contractor has completed all work necessary to complete the Project and the Project has passed final inspection by the District and any other applicable permitting agencies, the District shall pay the Contract Amount.

B. The Contractor acknowledges that District, as a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, is exempt from sales tax liability.

C. Payment for any approved Additional Costs or Extra Work shall be made upon completion of such additional work, and upon District’s receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule and the Proposal. However, any Additional Costs or Extra Work shall first be approved by the District before work associated with the same are undertaken by the Contractor

**SECTION 4. INDEPENDENT CONTRACTOR.** 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 work. 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 5. TERM AND TIME OF PERFORMANCE.** This Agreement shall commence upon signature, and shall continue, unless otherwise terminated as provided herein, until the Project, as described herein and which includes final payment therefore pursuant to the payment scheduled set forth in the Proposal and this Agreement. The Project shall be completed, and the

Agreement shall be performed in an expeditious manner to limit the inconvenience to the District landowners, residents, tenants, and their employees, and the general public utilizing the entrances, and in a manner that limits the downtime in which the camera facilities are inoperable. The Contractor, upon execution of this Agreement, shall take all necessary action to expedite securing any necessary permits for the Project. The Project shall be completed by Contractor within \_\_\_\_\_ (\_\_\_\_) days after all required permits are ready to be picked up at the applicable permitting agency. If permits are not required, the Project shall be completed and fully operational within \_\_\_\_\_ (\_\_\_\_) days of the date of this Agreement.

## **SECTION 6. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees, collectively the "Claims" (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance, but only to the extent that any Claims, and any related damage, arises out of any negligent (or more culpable) act or omission of the Contractor which occurs while the Contractor is physically present on the District's property. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the amounts due under the Proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. To the extent authorized by law, but only to the extent of the limitations on liability set forth in Section 768.28, Florida Statutes, and without waiving same, the District shall indemnify and hold harmless the Contractor and its employees and representatives from and against any and all Claims that arise out of or relate to this Agreement or the Proposal. This provision shall apply to all claims whether based upon negligence (including Contractor's negligence), active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Project, for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Contractor or its employees, or for any claim which arises from any negligent (or more culpable) act or omission of Contractor which occurs while the Contractor is physically present on the District's property.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**SECTION 7. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 9. CANCELLATION; TERMINATION.** The District shall have the right to terminate this Agreement for cause or for convenience in accordance with this section and without liability therefor. The District may terminate this Agreement at any time prior to all permits being issued for the installation of the Project, provided that written notice is provided to Contractor. In such case, termination shall be effective on the date notice is received by Contractor..

**SECTION 10. DEFECTIVE WORK; WARRANTY.**

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of \_\_\_\_\_ (\_\_\_) years from final acceptance of the Project by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this Section 10, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has filed or refused to make after being duly notified shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason

of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein, shall not relieve the Contractor in any way from its responsibility for the Sign Project, or portions thereof, performed by it.

## **SECTION 11. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman'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 one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall 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.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Tison's Landing Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that

period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against 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.

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

## **SECTION 12. CHANGES IN THE WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

## **SECTION 13. REMEDY FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City's/County's permitting/approval of the



Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

**SECTION 14. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

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

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

CONTRACTOR: **Atlantic Companies, Inc.**  
1714 Cesery Boulevard  
Jacksonville, FL 32211  
Attention: President

**SECTION 15. 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**  
**EMAIL: ETORRES@GMSNF.COM**

**SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor.

**SECTION 17. ENTIRE AGREEMENT.** This instrument, with the Proposal (and any other Exhibits thereto), shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 19. ASSIGNMENT.** This Agreement is not assignable by the District except upon the prior written consent of Contractor, which shall not be unreasonably withheld. Contractor has the right to assign this Agreement upon notice to the District.

**SECTION 20. BONDING.** If required, District has waived the requirement for payment and performance bond. Section 255.05, Florida Statutes.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibit A (Proposal), then the terms and conditions of this Agreement shall control. Notwithstanding the above, any conflicting terms, conditions or provisions in these Agreement documents with respect to any referenced warranties shall be resolved in favor of the longer warranty to the benefit of the District.

**SECTION 23. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Duval County, Florida.

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

ATTEST:

**TISON'S LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Secretary/Assistant Secretary

Name: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2018

WITNESSES:

**CONTRACTOR:**

**ATLANTIC COMPANIES, INC. a  
Florida corporation**

\_\_\_\_\_  
Print name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ day of \_\_\_\_\_, 2018

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing Agreement was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of ATLANTIC COMPANIES, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is personally known to me \_\_\_\_\_ or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**EXHIBIT A**

**Proposal**

# EXHIBIT A

## IP C.C.T.V. SURVEILLANCE SYSTEM C.C.T.V. CATEGORY

TISONS LANDING CDD	MAIN ENTRANCE	08-07-18
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1	NETWORK VIDEO RECORDER WITH REMOTE VIEWING (NVR)	MODEL DS-7608NI-I2/8P-4TB
1	UPS / SURGE PROTECTION FOR THE NVR	MODEL ETR-550
2	OUTDOOR IP CAMERA – TAG CAPTURE	MODEL DS-2CD4A26FWD-IZHS/P
2	OUTDOOR IP CAMERA – OVERLAY	MODEL DS-2CD2622FWD-IZS
1	NEMA 3R RATED OUTDOOR ENCLOSURE W/ VENT FAN	MODEL FC242410
1	WIRELESS ROUTER TO ALLOW WIRELESS CONNECTION TO NVR WITHIN LOCAL RANGE	
*	INSTALLATION, LABOR AND PROGRAMMING	
*	CABLE, CONNECTORS AND MISC. PARTS	
*	CONDUIT FROM CAMERAS TO NVR ENCLOSURE VIA DIRECTIONAL BORING UNDER ROADWAY TO BE PROVIDED BY OTHERS AND IS NOT INCLUDED IN INSTALLATION PRICE BELOW	
*	IP SURVEILLANCE SYSTEM WILL BE UTILIZED THROUGH AN INTEGRATION PLATFORM: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO.	

### \*\*\* IMPORTANT NOTE \*\*\*

\*\*\* THIS CAMERA SYSTEM MAY NOT PROVIDE ADEQUATE FACIAL RECOGNITION FOR IDENTIFICATION OR PROSECUTION. RECOGNITION MAY BE DIFFICULT DUE TO SUCH THINGS AS A SUBJECTS DISTANCE FROM THE CAMERA, AMBIENT LIGHT LEVEL OR CLOTHING WORN IE: HOODIES, BALL CAPS ETC. UNLESS A CAMERA SYSTEM IS DESIGNED SPECIFICALLY FOR A PARTICULAR APPLICATION, DO NOT EXPECT SUCH PERFORMANCE. OWNER MUST PROVIDE ADEQUATE LIGHT FOR NIGHTTIME VIEWING.

.... PLEASE MAKE CERTAIN YOUR CONSULTANT FULLY UNDERSTANDS YOUR SECURITY NEEDS SO ATLANTIC CAN PROVIDE A CAMERA SYSTEM DESIGN TO MEET YOUR SPECIFIC REQUIREMENTS.

\*HIGHER RESOLUTION IP CAMERAS REQUIRE VERY GOOD LIGHTING.

### IP CAMERA LOCATIONS

ENTRANCE ISLAND - VIEWING INCOMING TRAFFIC - TAG CAPTURE  
ENTRANCE ISLAND - VIEWING INCOMING TRAFFIC - OVERLAY  
ENTRANCE ISLAND - VIEWING OUTGOING TRAFFIC - TAG CAPTURE  
ENTRANCE ISLAND - VIEWING OUTGOING TRAFFIC - OVERLAY

NVR LOCATION: WEATHER RESISTANT ENCLOSURE – BY ENTRY SIGN

SUB-TOTAL CAMERA SYSTEM INSTALLATION	\$ 8,610.00
TAX	\$ EXEMPT
TOTAL CAMERA SYSTEM INSTALLATION	\$ 8,610.00

FL 904-743-8444

ATLANTIC COMPANIES – TERRY HILL

GA 912-264-8679

PURCHASER  
LIC. EF0001226

LIC. LU405163

PRINT NAME

DATE  
LIC. EF20000570

**IP C.C.T.V. SURVEILLANCE SYSTEM  
C.C.T.V. CATEGORY**

TISONS LANDING CDD	REAR ENTRANCE	08-07-18
--------------------	---------------	----------

1	NETWORK VIDEO RECORDER WITH REMOTE VIEWING (NVR)	MODEL DS-7608NI-I2/8P-4TB
1	UPS / SURGE PROTECTION FOR THE NVR	MODEL ETR-550
2	OUTDOOR IP CAMERA – TAG CAPTURE	MODEL DS-2CD4A26FWD-IZHS/P
2	OUTDOOR IP CAMERA – OVERLAY	MODEL DS-2CD2822FWD-IZS
1	NEMA 3R RATED OUTDOOR ENCLOSURE W/ VENT FAN	MODEL FC242410
1	WIRELESS ROUTER TO ALLOW WIRELESS CONNECTION TO NVR WITHIN LOCAL RANGE	
*	INSTALLATION, LABOR AND PROGRAMMING	
*	CABLE, CONNECTORS AND MISC. PARTS	
*	CONDUIT FROM CAMERAS TO NVR ENCLOSURE VIA DIRECTIONAL BORING UNDER ROADWAY TO BE PROVIDED BY OTHERS AND IS NOT INCLUDED IN INSTALLATION PRICE BELOW	
*	IP SURVEILLANCE SYSTEM WILL BE UTILIZED THROUGH AN INTEGRATION PLATFORM: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO.	

**\*\*\* IMPORTANT NOTE \*\*\***

\*\*\* THIS CAMERA SYSTEM MAY NOT PROVIDE ADEQUATE FACIAL RECOGNITION FOR IDENTIFICATION OR PROSECUTION. RECOGNITION MAY BE DIFFICULT DUE TO SUCH THINGS AS A SUBJECTS DISTANCE FROM THE CAMERA, AMBIENT LIGHT LEVEL OR CLOTHING WORN IE: HOODIES, BALL CAPS ETC. UNLESS A CAMERA SYSTEM IS DESIGNED SPECIFICALLY FOR A PARTICULAR APPLICATION, DO NOT EXPECT SUCH PERFORMANCE. OWNER MUST PROVIDE ADEQUATE LIGHT FOR NIGHTTIME VIEWING.  
.... PLEASE MAKE CERTAIN YOUR CONSULTANT FULLY UNDERSTANDS YOUR SECURITY NEEDS SO ATLANTIC CAN PROVIDE A CAMERA SYSTEM DESIGN TO MEET YOUR SPECIFIC REQUIREMENTS.

**\*HIGHER RESOLUTION IP CAMERAS REQUIRE VERY GOOD LIGHTING.**

**IP CAMERA LOCATIONS**

ENTRANCE ISLAND - VIEWING INCOMING TRAFFIC - TAG CAPTURE  
ENTRANCE ISLAND - VIEWING INCOMING TRAFFIC - OVERLAY  
ENTRANCE ISLAND - VIEWING OUTGOING TRAFFIC - TAG CAPTURE  
ENTRANCE ISLAND - VIEWING OUTGOING TRAFFIC - OVERLAY

**NVR LOCATION: WEATHER RESISTANT ENCLOSURE – BY ENTRY SIGN**

SUB-TOTAL CAMERA SYSTEM INSTALLATION	\$ 8,610.00
TAX	\$ EXEMPT
TOTAL CAMERA SYSTEM INSTALLATION	\$ 8,610.00

FL 904-743-8444

ATLANTIC COMPANIES – TERRY HILL

GA 912-264-8679

**PURCHASER**  
LIC. EF0001226

LIC. LU405163

**PRINT NAME**

**DATE**  
LIC. EF20000570

*EIGHTH ORDER OF BUSINESS*



# Website Compliance Proposal For

## Tison's Landing CDD

(<http://www.tisonslandingcdd.com>)

Website Accessibility for People with Disabilities as per

[Nondiscrimination requirements of Title II of the American Disabilities Act \(ADA\)](#)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added <b>WCAG Standards</b> Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



BBB Rating: A+

[Click for Profile](#)

**Project: ADA and WCAG Website Compliance**

**Service Providers: VGlobalTech LLC, Orlando, Florida, USA**

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## 1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 1.1 Common Problems and Solutions in Website Accessibility?

### 1.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 1.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 1.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

## 1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

### Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 1.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

## 2.0 Pricing

### Website Complexity: **Small Level Websites**

VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:

#### 2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, <b>Web Content Accessibility Guidelines (WCAG)</b>	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	<b>Total (one time compliance / conversion cost)</b>	<b>\$1750 / one time</b>

**2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):**

**VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:**

	<b>Task</b>	<b>Cost</b>
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 5 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any). Posting new documents, minutes, agendas etc to the websites as needed – Worry Free Monthly Maintenance.	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	<b>Annual Maintenance (starts after initial compliance engagement quoted above is complete)</b>	<b>\$1250 / year</b> (can be broken up into smaller monthly bills)



***This proposal includes following points, stipulations terms and conditions:***

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

**3.0 Proposal Acceptance:**

To accept these project, associated costs and conditions as listed above please sign and date below.

***The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.***

---

For Customer *Date*

VB Joshi  

---

For VGlobalTech *Date*

## 4.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, Disability Rights Section**

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



*NINTH ORDER OF BUSINESS*

**SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this August day of 24 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

**SADARI BOWIE, d/b/a SWEAT N CORE FITNESS, LLC**, whose business address is 198 Bradford Lake Circle, 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 fitness 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. Fitness 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 fitness 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 fitness 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 fitness lessons is unsuitable or unqualified to perform such lessons, the District reserves the right to require that such person not conduct fitness 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 fitness instruction to groups of various ages and skill levels and also have valid certifications in safety training for fitness instructors by the applicable certifying agency, and current certification in cardiopulmonary resuscitation and first aid.

**Section 6.** The Contractor shall commence work on August 20, 2018, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on December 31, 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: Sadari Bowie, d/b/a Sweat N Core Fitness *LLC*  
198 Bradford Lake Circle  
Jacksonville, Florida 32218  
Attention: Sadari Bowie

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](mailto: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:

**TISON'S LANDING  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

By: \_\_\_\_\_  
Chairperson/Vice-Chairperson

\_\_\_\_\_ day of \_\_\_\_\_, 2018

**SADARI BOWIE, d/b/a Sweat and  
Core Fitness**

S  
\_\_\_\_\_  
Sadari Bowie  
Print Name

By: Sadari Bowie  
Print: Sadari Bowie  
Title: \_\_\_\_\_

\_\_\_\_\_  
Sadari Bowie  
Print Name

24  
~~23~~ day of August 2018

(CORPORATE SEAL)

STATE OF FLORIDA            }  
  }  
COUNTY OF \_\_\_\_\_    }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Sadari Bowie. 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 B**

**Form of Waiver of Liability**



WAIVER OF LIABILITY AND INDEMNIFICATION

1. In consideration for receiving permission to participate in \_\_\_\_\_ (the "Activities"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Tison's Landing Community Development District (the "District"), its officers, agents, or employees (hereinafter referred to as RELEASEES) from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
  
2. I am fully aware of the risks and hazards connected with the Activities and I hereby elect to voluntarily participate in the Activities, knowing that the Activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. Any insurance protection must be obtained by the participant.
  
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees the RELEASEES may incur due to my participation in the Activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
  
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family (including spouse, if any), if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida and that any mediation, suit or other proceeding must be filed or entered into only in Florida and the federal or state courts of Florida. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the forgoing written agreement, have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

PARTICIPANT:

\_\_\_\_\_

\_\_\_\_\_

If Participant is under eighteen (18) years of age, the parent or legal guardian of Participant hereby executes this Waiver of Liability and Hold Harness Agreement on behalf of the Participant and agrees to be bound thereby.

WITNESS:

PARENT OR LEGAL GUARDIAN:

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting	
	<b>PHONE (A/C, No, Ext):</b> 1-800-506-4856	<b>FAX (A/C, No):</b> 1-260-459-5590
	<b>E-MAIL ADDRESS:</b> info@fitnessinsurance-kk.com	
	<b>PRODUCER CUSTOMER ID:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Sadari Bowie DBA: Sweat n Core Fitness 198 Bradford Lake Cr. Jacksonville, FL 32218 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER A:</b> Nationwide Mutual Insurance Company	<b>NAIC #</b> 23787
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES** **CERTIFICATE NUMBER:** W01281633 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG000006255600	06/01/2018 11:26 AM EDT	06/01/2019 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL EXCESS MEDICAL

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certified Instructor of: Fitness bootcamp, Strength  
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Tison's Landing Community Development District 16529 Tisons Bluff Rd. Jacksonville, FL 32218 (Owner/Lessor of Premises)	<b>CANCELLATION</b> <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

*TENTH ORDER OF BUSINESS*

**RESOLUTION 2018-05**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
TISON’S LANDING COMMUNITY DEVELOPMENT  
DISTRICT**

**WHEREAS**, the Board of Supervisors of the Tison’s Landing Community Development District at a regular business meeting held on October 4, 2018 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	

**PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF OCTOBER 2018**

\_\_\_\_\_  
Chairman / Vice Chairman

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

*ELEVENTH 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, July 12, 2018 at 12:00 p.m. at England Thims & Miller, 14775 Old St. Augustine 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	District Manager
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. Torres called the meeting to order at 12:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Mr. Wendell France, Downing Creek, asked what exactly is increasing in the budget.

Mr. deNagy responded the increase is \$60 a year. There are two line items that make up for that. There is an increase in capital reserves and in maintenance. We will get into more specifics when we talk about the budget.

**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

Mr. deNagy stated the affidavit is in your agenda package to bear evidence of the fact that we noticed today's public hearing.

**FOURTH ORDER OF BUSINESS****Public Hearing to Adopt the Budget for  
Fiscal Year 2019**

Mr. Torres asked for a motion to open the public hearing.

On MOTION by Mr. Maier seconded by Mr. Kirsch with all in favor the Public Hearing is Open.

Mr. deNagy stated there are two budgets we need to consider. The first is the General Fund budget, which is where we are seeing the proposed increase for FY19. Residents, when we met previously in April we approved a proposed budget, and part of that budget was an increase in assessments of \$60 per year. Nothing has changed since that time. The budget includes the O&M budget and debt service budget. The debt service budget is fixed for the life of the bond. One component of your CDD assessment is debt, and that doesn't change for FY19. The other component to your CDD assessment is the General Fund, which is the operating fund of the District. A copy is in your agenda package. You can see the different line items and changes proposed for FY19. Our current operating budget is \$489,762 a year. We are proposing to increase that \$37,702 per year. The current O&M Assessment is \$778.64 per unit. There are 680 units in Yellow Bluff Landing. We are proposing that increase to \$838.58 a year. Once the budget is adopted, which we are doing today, that budget is then sent to Duvall County to the tax collector for collection. The CDD assessment is put on the property tax bill that you get from Duvall County. Either you or your mortgage will pay the property taxes, which includes your CDD assessments. That property tax bill comes out in November. We are increasing O&M, which will increase the portion of the CDD assessment by \$5 per month. There are two line item changes in the operating budget that make up over 75% of the overall increase. One is to Capital, which is an increase in our money we are allocating for Capital from \$40,000 to \$65,600 while we are reducing our capital outlay, which would be capital expenditures over and above the reserve, by just over \$7,000 to \$25,000 a year. The overall increase to Capital is \$18,329. The other line item that is changing for FY19 is Repairs and Maintenance. This is a tricky line to budget for because we typically don't know when things are going to fail. We are projecting expenditures for the end of this year to be a little over \$42,000 on a budget of \$26,000. Some of those items are non-recurring items. We



took them out of our projections for FY19, but we did propose to increase our budget \$10,200 from \$25,800 to \$36,000. That is \$10,200 of the \$37,000 overall increase along with the Capital increase of \$18,000. Other line items seeing increase changes include landscape contingency by \$4,800; special events by \$4,500; a seasonal assistant by \$3,300; and engineer by \$2,500. We have decreases for utilities by \$6,000 and irrigation repairs \$1,400. There are other minor changes totaling \$1,300. The net effect is an increase of \$37,000 in operating expenses for FY19. That produces an increase in O&M assessments of \$60 per year.

Mr. deNagy stated he will open up the meeting to the board for questions and then open it up to the residents for questions.

Mr. Maier stated I would like to ask Brian a question regarding repairs and maintenance. What are you seeing regarding those costs?

Mr. Stephens responded some reoccurring were irrigation pumps. Historically we have had AC issues, most of it is just the age of everything, and everything breaks more frequently.

Mr. Kirsch stated I think I brought it up at the last meeting regarding Operations and Maintenance and cross-referencing the check runs that we did. It just said maintenance and repairs; did we get a detail on that? I requested it last meeting. I just wanted to see what we are writing checks for.

Mr. deNagy responded Brandon, I apologize, I missed that, I will get you that this week.

Ms. Taylor stated I know at the last meeting we talked about the landscape being pretty high. Where are we with that contract? Is that contract with Lawnboy up so we can start looking at other potential vendors?

Mr. Torres stated I think Monica what we did last board was that we appointed two District Supervisors to meet with the landscape, which they did. I will let those two supervisors speak of it or Chris speak of it.

Mr. Hill stated I think we want to abort that until we talk about the renewals, which is also on this agenda.

Ms. Taylor stated we talked about the overall contract where the price was a tad bit too much in my opinion, and we wanted to go around and get additional quotes from other vendors to see if we are getting more bang for our buck. Have we made a move on that?

Mr. deNagy responded I don't think we did yet. I think what we did is we were going sit down with Nader to try and figure out if they could satisfy what needs we had. I think that was the resolution with Naders when you met, I could be wrong – Lawnboy, I'm sorry. I don't know if we are at a stage yet where we have actually gone out and asked for proposals for lawn services. I think we were going to give Lawnboy another chance if everybody felt comfortable with that.

Mr. Richardson asked how are we projecting to bring the water budget down by \$8,500?

Mr. deNagy responded that is based on a projection. You can see for FY18 we have \$31,000, and we are projecting \$20,000. When we looked at those expenses, it really didn't warrant the full \$31,000. We thought \$22,000 was more appropriate.

Mr. Richardson asked Landscaping Contingency, what is the definition of that?

Mr. deNagy responded that is anything outside the scope of the landscape contract itself. It could be additional color, it could be putting a tree in or shrubs or anything like that.

Mr. Richardson asked are we above what we budgeted for this current year that is causing an increase of \$5,000.

Mr. deNagy responded no, we are projecting \$2,000, what we budgeted, for landscape contingency. That line item is very much like Repairs and Maintenance where we have stuff pop up landscape wise. We are proposing to add more money to landscape contingency.

Mr. Richardson asked because there are certain things we are seeing currently that is going to make us want to budget more for it?

Mr. Stephens responded once again we are going by age. That material has a lifespan, and we project having to replace that material or just give things a facelift.

Mr. Plourde asked what about our soccer field? Would that go into repairing? Do we have to repair what we just repaired because it looks like crap.

Mr. Stephens responded it is actually right on line where it should be.

Mr. Plourde asked the soccer field? Have you been out on the soccer field?

Mr. Stephens responded yes, 3 or 4 times a week.

Mr. Plourde stated I was out there, and there are a lot of dead spots. Did they grade that?

Mr. Stephens stated they tilled it, they graded it, they sprayed it. It is Celebration Bermuda grass. They did sprigs, which is basically a short runner. It doesn't have any roots or anything on it. I am sure everybody saw water running once an hour day and night. There is no root on a sprig, so you have to keep it wet. As long as you fertilize and keep it wet, it will fill in and will look very nice.

Mr. Kirsch stated when we were talking online, we were projecting to have that field open for use July, right?

Mr. Stephens responded no. I said best-case scenario may be as early as July. A lot of what you are seeing as dead grass is actually weeds that are dying. When you put down sprigs, you have to water, you have to fertilize, and you have bare areas between plant materials. There is no competition with the weeds, and weeds thrive. The only way around that is to dig everything up and bring in sterile material, which is \$100,000 or more just for that. That wasn't practical. So as we are growing grass, we are also forcing the weeds to grow. As we grow one, we try to kill off the other. Eventually the Bermuda will choke out the weeds. We contracted this with Lawnboy.

Mr. Kirsch stated I think we need to have a couple of more board members meet specifically about the field with them to address the concerns.

Ms. Taylor stated I would like to be a part of that meeting.

Mr. Kirsch stated we will have to meet separately, one at a time.

Mr. deNagy asked if the board had any more questions on the operating budget.

Mr. Kirsch stated I am good with it as is, but provide me the details as requested.

Mr. Plourde stated if it is not spent, it should carry over to next year.

Mr. deNagy responded yes but keep in mind that is cash that is not in your budget.

Mr. Plourde stated but if we budget so much, we should have those controls that we should be able to carry it to the next year.

Mr. deNagy responded it will carry over, and if you ever want to tap that, there is a way to do that in our budget where we do a transfer in funds. Otherwise, your money just starts to accumulate. You are building reserve is what you are doing with that excess, which is a good thing.

Ms. Taylor stated my concern is that we are continuously requesting increases every year for the operating budget, and I would like for us to be able to go line by line, and there are

things that can be cut where we don't have to continuously go to the homeowners and say there is an increase. I am looking at some of these things that I feel like our projected budget could be cut to a certain degree. I personally don't feel confident enough to support a \$60 increase.

Mr. deNagy stated keep in mind that your operating budget, while it is nice to trim it back and have a smaller assessment, you still want to think about the future. We try and build your reserves by building a little more cushion into your operating budget, and that will help if we have emergency situations, say in a hurricane. A lot of our assets are covered under insurance, but there is a hurricane deductible that is pretty hefty. We really need to have some reserves sitting on the side to pay for any damages that may not be covered by insurance. When we do our operating budget, I agree that we should not go for increases every year. We try to set these operating budgets such that they will carry the District for maybe 2 to 3 years without an increase.

Ms. Taylor stated the last increase was last year, and that was for the field. What was the increase per home?

Mr. deNagy responded I can look it up. We did not have an increase last year. It was \$778.64 in FY17, and also the same number in FY18. As the District ages, and this District is 10+ years old, you start seeing things that need to be repaired and replaced. We do see an increase in our operating budget typically as Districts age. It does start to level out because you are not adding new assets. If there are no other board questions, we will open it up to the residents for questions.

Ms. Katrice Strong, Magnolia Grove Way, stated my question concerns lake maintenance. Can anyone tell me what type of maintenance is being done because the lakes look terrible.

Mr. deNagy stated Clearwater I believe is the current vendor we have.

Ms. Strong stated around the entire lakes is dead grass and muck. I don't see a lot of trash, but it is mucky.

Mr. Hill stated they are installing carp, which will help.

Ms. Ayana Wysinger, Dawnwood Ct, stated I actually thought we had an increase last year as well.

Mr. deNagy stated we did have an increase the previous year, FY17, and it was \$53.

Ms. Wysinger when we bought our house five years ago, we were told CDD fees wouldn't increase ever. I know that multiple residents have the same concern. We were told that we would have to pay for the CDD fees only until the entire neighborhood was done, and once it was done we wouldn't have CDD fees anymore. So it is like they told us anything to get us to buy these houses.

Mr. deNagy stated I can address that. I think what has happened, and I see this a lot in all our Districts, when a homebuyer comes in and talks to a builder, they are going to tell you a lot of things about the property. For the CDD assessments, they are going to point to the debt service portion. There are two pieces to the assessment. There is debt, and there is O&M. They are referring to the debt. That shouldn't go up. In fact, it went down. We refinanced the bond a couple years ago and brought the debt assessment down. You have seen a reduction, and that has helped in the overall assessments in the past couple or three years in keeping it more level. That debt service reduction offsets a lot of what you are seeing in the O&M increase. The builder will tell you that the CDD is never going to go up because they are talking about debt service, and that is true to a degree. For the first ten years of the bond issuance, you are not allowed to refinance the bond, but after 10 years, then you can start looking to see if the rates are favorable for a refinance. The District did that and saw a reduction in debt service. We will be able to do that again in another 7 or 8 years.

Ms. Wysinger asked about little league teams using the soccer fields. How much do they pay to use that?

Mr. Plourde stated we stopped that, so they are done.

Ms. Wysinger stated so we don't have to worry about parking on the grass anymore?

Mr. deNagy stated that contract expired the end of February.

Mr. Plourde asked did they ever pay their share that they said they were going to do?

Mr. deNagy responded they did, and I will get into that later in the meeting. They have paid \$2,500. There is an email from Doug Ramsey I received yesterday, and we will talk about that later.

Ms. Wysinger stated concerning CDD fees, I know that many of us in the earlier part of the neighborhood, we knew we would pay CDD fees, but now we are learning people don't pay CDD fees. How is that possible?

Mr. deNagy responded there are a couple of things that could have happened. As a homeowner, you are always able to pay off the debt portion if you want to. I can give you an idea of what that number is. Typically when a new homebuyer comes in, and this was pretty prevalent in the downturn of 2007-2009, the builders were offering incentives where they would either pay off a portion of the CDD debt assessment, or they would pay it all off for a homebuyer. In some cases, the builder actually pre-paid the debt assessments to lower the overall annual CDD assessments. You can do that as well. You will always pay the O&M portion. Everybody pays the same O&M fee.

Mr. Patrick Lawther, Tison's Bluff Rd, stated landscaping maintenance dropped but contingency went up almost \$5,000. I am curious because contingency should be less than general maintenance. As things get older, they break down, so wouldn't that be considered general maintenance and not contingency?

Mr. deNagy responded typically we will put landscape items in there as opposed to just general in any maintenance item. If you look at the budget narrative on Page 6, it gives you a breakdown of landscape maintenance. That does include Lawnboy at \$47,400; Naders did fertilization and so forth for \$12,137; and the contingency is really anything over and above what we have in the contract. Those are contractual amounts.

Mr. William Robinson, Tison's Bluff Road, stated I keep hearing reserve. So how much money do we have in reserve and how big do we want to build reserves to?

Mr. deNagy responded right now, we don't have a formal reserve study completed. That is something we can do within the confines of the budget we have for next year, and I would strongly recommend we do that. Right now, we are just trying to craft a budget so that it keeps you from having assessment increase each year.

Mr. Robinson asked about the maintenance at the pond, and that it looks terrible back where he lives.

Mr. Plourde stated there is a line item for lake maintenance.

Mr. Stephens stated that is for Clearwater to chemically treat the water for algae.

Mr. Hall stated at the last meeting we had, weren't they at the maximum for chemicals? There is an issue with St. John's River that only allows certain amounts of chemicals to be put in through the year, and at that point we can't put in any more.

Mr. deNagy responded to a question asked earlier. Capital Reserves has almost \$200,000.

Mr. Robinson stated we know what the reserve is, how much we want to have in reserves, you already know the allotted amount of houses you got. You know what the maintenance is supposed to be, and I understand that you have things going up. Somebody is not doing something right because reserve and contingency, you are hitting us both ways.

Mr. deNagy responded keep in mind that reserves are specifically for major assets. Typically that is anything \$5,000 or greater. Reserves for your operating budget are for maintenance items that come up unexpectedly. They are two different pots of money.

Mr. Plourde stated as far as how big we want the reserve fund, they have to tell us via a study how much we want to have.

In response to a question, Mr. deNagy stated the amount we have now seems low to me. Eagle Harbor in Clay County has over \$2 million. Mirabella in St. John's County as close to \$300,000 or \$400,000, and they are a similar size. We can do a reserve study, and I recommend that one be done sometime soon.

In response to a question about the size of the District and what makes up the District, Mr. Lockwood showed the audience a map of Tison's Landing, and stated the colored areas are what the District owns. They own all the ponds, the common areas, the Amenity Center, and the power line easement behind you. All the common areas include the parks. They also own the landscaping in the right-of-way and any special signage. You own a fair amount of land. I would say in my estimation your reserve is really low. My report talks about things that I feel need to be replaced over time, and that money would not cover what has to be replaced over time – not today, not next year – but over time will have to be replaced.

Mr. Adam Young, Magnolia Grove Way, out of curiosity, obviously this is a public hearing, and you have 680 homeowners that live in our complex, yet we are holding a meeting at noon in the middle of the weeks 35 minutes away from the complex. For a public hearing, you would assume you want the homeowners here to discuss the problem, yet you make it difficult for anybody to show up.

Mr. deNagy responded let me start by saying our last meeting where we talked about the budget that is approved today, we met at the Amenity Center in April. The board is going to decide on their meeting schedule for the coming year, and we have had two meetings I know

at the Amenity Center specifically to talk about the budget. We didn't have the adoption hearing, the public hearing, at the Amenity Center because we really thought we ironed through all of the issues when we approved the budget. But I understand, you get a letter saying your assessments are going up, and you want to know why and so forth. We can schedule meetings to be at the Amenity Center.

Mr. Young stated this is the first home I have owned, and I am still getting accustomed to owning a home, so as far as the CDD fees are concerned, what is the total budget for the entire year and not just the bond or the O&M. My calculations of \$1,250 a year for 680 homes is almost \$900,000. Now you want to increase it by another \$833?

Mr. deNagy responded no, no, no. It was \$778 and is going to \$839.

Mr. Plourde stated we have had meetings at the clubhouse at 6:00 p.m., and we have less turnout there than we do here.

Mr. Lawther asked about how the water amount dropped.

Mr. deNagy responded we set that FY19 budget based on the FY18 projection. If you look at the project for 2018, it is actually under what we budgeted this year by a sizeable amount, so we reduced the line item.

Ms. Jessica Maneja, Bradford Lake Circle, asked how often do they mulch there in the community. Is it every quarter? Where I am, which is by a park, I got a letter to re-mulch in March, and I can tell you they didn't re-mulch yet.

Mr. Stephens responded typically it is a maximum of annually, however, I will say last year's mulch was the first time in three years that it was mulched.

There were no additional questions.

On MOTION by Mr. Plourde seconded by Mr. Richardson with all in favor the Public Hearing is Closed.
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**A. Consideration of Resolution 2018-03, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2019**

Mr. Torres stated can I get a motion to adopt the FY2019 Budget, Resolution 2018-03?



On MOTION by Mr. Maier seconded by Mr. Plourde with all in favor Resolution 2018-03 was approved.

**B. Consideration of Resolution 2018-04, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2019**

Mr. Torres stated can I get a motion for consideration of the Resolution 2018-04 imposing special assessments and certifying an assessment roll?

On MOTION by Mr. Plourde seconded by Mr. Richardson with all in favor Resolution 2018-04 was approved.

**FIFTH ORDER OF BUSINESS**

**Approval of Minutes of the Minutes of April 5, 2018 Meeting**

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

On MOTION by Mr. Maier seconded by Mr. Richardson with all in favor the Minutes of the April 5, 2018 meeting were approved.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Minutes of the April 5, 2018 Audit Committee Meeting**

On MOTION by Mr. Kirsch seconded by Ms. Taylor with all in favor to accept the minutes of the April 5, 2018 Audit Committee meeting was approved.

**SEVENTH ORDER OF BUSINESS**

**Acceptance of the Fiscal Year 2017 Audit**

Mr. deNagy stated we are going to ask the board to motion the acceptance of the FY17 audit. There are a few things I want to read into the record. On Page 2, the opinion of the Auditor states, “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.” On Page 26 is the report on internal controls, and in the last paragraph, almost the last sentence, it states, “we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. The report to the board is included on Pages 28 and 29, and here they would note any audit comments. There are no comments. This is a clean audit. We look for a motion to accept the audit for FY17.

On MOTION by Mr. Plourde seconded by Ms. Taylor with all in favor to accept the FY17 audit was approved.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2018 Audit**

Mr. Torres stated I need a motion to ratify the Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the FY18 audit.

On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to ratify engagement letter for FY18 audit for Berger, Toombs, Elam, Gaines & Frank was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Agreements for Fiscal Year 2019**

- A. Crystal Clean**
- B. Clear Waters, Inc.**
- C. Lawnboy / IDLD USA, Inc.**
- D. Riverside Management Services, Inc.**
- E. Naders Pest Raiders**

Mr. Torres stated each of these are for a year extension. The prices for the services have already been adjusted to meet your FY19 budget as well. I will look for one motion to approve all of them or if the supervisors desire, we can go ahead and discuss each.

Mr. Kirsch stated let’s go through all of them. Is there a scope of work? I know Lawnboy has presented what they are responsible for. Is there something with Crystal Clean that we can see? Mandy, are the issues with Crystal Clean resolved?

Ms. Ferguson responded they are resolved. After multiple calls between Chris and I back and forth with Crystal Clean, they have gotten rid of the pool guy that was there. They have replaced him, and we have had nothing but great service since. We have had to be on them, and we still are to make sure that they are doing what they need to be doing. Crystal Clean is now on target.

Mr. Plourde asked Ms. Ferguson when they show up, are you present?

Ms. Ferguson responded yes.

Mr. Plourde asked will there always be somebody there when they show up to do their maintenance?

Ms. Ferguson responded yes. They come Monday, Wednesday, and Friday right now. They might stop one or two times a day, and we are always in the office to monitor. I go out and make contact with him to ask about the chlorine and ph. Yesterday they were running a little low on the chlorine in the kid's pool, so we got everyone out of the kid's pool, and they added some. That is going to happen because of how shallow the water is there and the evaporation. They were on it where prior we would have found out and they wouldn't have found out. We are good now.

Mr. Kirsch stated if that was resolved, then I am fine with the company still servicing. When is their contract up?

Mr. Torres responded this would be an extension to September 30, 2019.

Mr. Kirsch stated so we have time before we renew, right? With the status quo renewals that we are doing with all five of them, I still think it is something we should be bidding just for costs. Before we sign any of these things, is there something we can do to see if we are getting competitive rates from other competitors.

Mr. Plourde stated there has to be more than one pool company in Florida. Usually with the government you need three bids anyway.

Mr. deNagy stated what I would suggest is since we don't meet again until we are in FY19 is approve these contracts. We always have a 30-day or 60-day out clause. We can ask staff to come up with proposals from other companies that do pool cleaning or lake maintenance or whatever you want to go out for bid. If we find that we have a contractor who has a better offer, we can always go ahead and stop that contract and go into a new one.

Mr. Plourde stated when I first joined the board, we were having meetings just about every month. Can't we schedule another meeting next month? If we are not sure who we want to hire, can't we send them out to get other bids and have another meeting next month?

Mr. Torres responded we could. We put it on public record – as long as that happens.

Mr. deNagy stated it is not going to affect your budget because we have already adopted the budget.

Mr. Plourde stated who do we want to get? The bottom line is we are going to have these or something better and cheaper.

Mr. Torres stated the budget is a maximum.

Mr. Plourde stated it could go less. We should be able to get other bids and have another meeting next month instead of waiting.

Mr. Kirsch stated I am glad we got the pool service fixed, but let's get the same with the rest of the contracts. I want to see what they are going to be responsible for, how much we are going to pay, etc. Are all the contracts expiring in September?

Mr. deNagy responded yes, these are just to extend the agreement to September 30, 2018. I think Ernesto said 2019, but these are to bring the contracts current for this fiscal year.

Mr. Plourde stated so let's have a meeting prior to the expiration of these contracts.

Mr. deNagy responded yes, we can meeting sometime before September 30.

Ms. Taylor stated yes, but we have to have enough time to get the bids.

Mr. deNagy stated I would recommend we give staff at least a month to get bids in.

Mr. Plourde stated the fiscal year ends the 30<sup>th</sup>, so why don't we meet the 15<sup>th</sup> of September?

Mr. deNagy stated yes we can meet sometime in September. I will ask Chris or Brian if you can get proposals in that amount of time.

Mr. Hall stated it may be close.

Mr. deNagy stated I made a mistake. These contracts do go through September 30, 2019. But that's okay, we are going to meet again in September. If we don't change anything, we will stick with them.

Mr. Richardson asked the vendors here are contracted through the end of September?

Mr. deNagy responded right, yes. You still have services up to that point. We have either 30 or 60-day notices we can provide if we want to change.

Mr. Richardson stated so their contract is through the end of September based on last year's signatures?

Mr. deNagy responded right.

Mr. Torres asked for the sake of time, is this how we are going to consider each contract that is on the agenda? Should we just put a motion to get an RFP for all services so we don't really need to discuss each?

Mr. Kirsch stated that is how I want to treat them. We should bring up any outstanding issues such as the pool person or anything we have heard as residents. Should we make sure the current vendor is fixed or bring up things we think they should be doing in addition to what we are paying for. For Crystal Clean, there was an issue with the tech. The tech has been replaced now, we are happy now. We want to make sure we are getting competitive rates. We will do that for every contract.

Ms. Taylor asked if it will be for everybody listed, and the response was yes.

Mr. Torres asked is there any discussion for the Clear Water contract?

Mr. Kirsch responded no.

An audience member made a comment that from two years ago, the ponds are in much worse shape than they have been, and I don't know the reason why. I would like to hear a reason why if there is a reason. I just note that there is a lot less activity on the ponds. I forget the lady's name that also mentioned that. You used to see people on the ponds in the boat going around at least twice a year. I have not seen that for two years now. I see the ponds every day, and I go down and things are just exploding on a month-by-month basis and getting worse. I didn't see any controls happening. It doesn't mean they weren't, but by the evidence I've seen, it doesn't look like there were any controls being applied. The undergrowth has really blossomed. It is not just me noticing it, other people are noticing also. If this company is doing all that they legally can, there is nothing we can do about it. I have not seen any evidence of spray.

Mr. Kirsch stated with Clear Water and their current contract, let's get a list of what they are responsible for and what their fees entail, and then bring questions to them on is this part of our contract with you. Then any other companies come out and bid that, make sure we raise those concerns.

Ms. Taylor asked with the contract already being covered at this point, if they are responsible to make any necessary clean-up or repairs, who makes the contact to tell them this needs to be done.

Mr. Hall stated I would.

Ms. Taylor stated I don't live on a pond, I did before, and I tell you there was somebody in the boat cleaning it up at least monthly.

Mr. Plourde asked were they over there last month?

Mr. Hall responded as far as I know, yes.

Ms. Ferguson stated maybe what we can do too is have them sign in at the office.

Mr. Plourde stated they should have their representative sign the sheet that they were there and what they did.

Mr. Torres asked are there any specific instructions for the RFP for Operations Manager for the lawn maintenance?

Mr. Kirsch stated you guys know what the concerns were with Lawnboy? Okay, so a Scope of Work and what they are going to do for their contract rate, address any kind of concerns that you guys discussed in person with them.

Mr. Knight stated there will be an RFP, and a deadline will be given to get them all in. I assume you will open them all at once. Once they are opened, they can then be distributed to the board members.

Mr. Plourde stated if we can get them more than a week before to try and get through this and still do our normal life. Sometimes a week isn't enough time. I am just asking if we can get a look sooner.

Mr. deNagy stated we can try. We need to set some dates for the RFP process. We are looking at meeting sometime in September. We can meet in the middle of the month on the 13<sup>th</sup> at the Amenity Center at 6:00 p.m. I look for a motion to go ahead and set a meeting for September 13, 2018 at 6:00 p.m. at the Yellow Bluff Landing Amenity Center.

<p>On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to have a meeting on September 13, 2018 at 6:00 p.m. at the Yellow Bluff Landing Amenity Center was approved.</p>
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Mr. deNagy asked Mr. Hall and Mr. Stephens if they get proposals back by August 30?

Mr. Hall responded we can give that deadline. Some people may opt not to bid because they can't make the deadline.

Mr. deNagy stated if we got them in by the 30<sup>th</sup>, we could send out by September 3.

After discussion, the BOS provided guidance to staff to seek RFPs for all services (janitorial, pool, pest, landscape fertilization, weed control, landscaping, ponds, amenity management, and operations). The RFPs will be reviewed and received by BOS no later than September 5, 2018.

**TENTH ORDER OF BUSINESS**

**Ratification of Agreement with Swimfamous, LLC**

Mr. deNagy stated I sent an email out to the board. This happened between meetings. We have a resident who is providing swim instruction at the Amenity Center. This is the agreement that was drawn up. I am looking for a motion to ratify the agreement. Our liability insurance covers are pool.

Mr. Knight stated they are required to provide insurance and name the District as additional insured.

Ms. Ferguson stated she has provided that, and in the agreement, she gives back 10% at the end of every month to the CDD for the use of the pool.

On MOTION by Mr. Kirsch seconded by Ms. Taylor with all in favor to ratify service agreement for Swimfamous LLC to provide residents with access to recreational swim classes and programs was approved.
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**ELEVENTH ORDER OF BUSINESS**

**Discussion of Amenity Center Policies**

Ms. Ferguson stated highlighted ones are not all changes. On #12 about smoking, I have added "which includes vaping" inside of the Amenity Center. There is the look of it with kids around and residents complaining of the cigarette butt containers out front. I moved them. Another thing is we were having rentals prior to 11:00 p.m. I think that is too late. I suggest 10:00 p.m. is the latest. The restroom and front gates all close at 10:00 p.m. With that being said, the times will also change for the rentals, so it would be 9:00 a.m. to 1:00 p.m., 1:30 p.m.

to 5:30 p.m., and 6:00 p.m. to 10:00 p.m. We will still have three blocks for four hours. Under facility rental policies, I would like to eliminate the whole weekend thing. We can get more income by having the facilities available for those weekends.

Mr. Plourde asked under Bar-B-Que grill policies, didn't we allow alcohol around the BBQ grill a couple of meetings ago.

Mr. deNagy responded we did allow alcohol.

Ms. Ferguson it is a resolution that I guess the board approved prior to me. I have on my plans to talk about. A special committee wants to have a wine tasting event that I need to bring up to get approval for.

Mr. Plourde stated we approved alcohol around the BBQ area and inside the community center. We did not allow it out in the parking lot I thought.

Mr. deNagy reviewed the resolution and stated I do not see anything about specifying where the alcohol can be served.

Mr. Torres stated it allows the board, or a designee of the board, to approve the event with alcohol and beverages. They have to submit an application form to the District, and they have to provide insurance.

Mr. Plourde stated I thought even before you joined we were allowing people to drink beer and wine around the fire and grill and inside the center. Am I right?

Mr. Kirsch stated you can have alcohol at a private event as long as it is pre-approved but not on a casual basis.

Mr. Plourde stated if you were going to have Bingo night or something, and I would bring a glass of wine or a couple of beers, that was going to be allowed.

Mr. Kirsch stated if the social committee was there or if it was the CDD throwing the event, we could use the insurance provided by the District as long as it is a District-sanctioned event. If it is a private party, they are supposed to provide their own. For a casual use, I don't think that was ever approved. I'm not sure. I think where it is now is good. For anything more, we would be opening the floodgates. Smoking – is there a state law? Is there a certain distance away from the entry?

Mr. deNagy responded I don't know offhand.

There was general discussion about smoking where the smoking containers were moved.



Ms. Taylor asked is there an age requirement for the kiddie pools? Is there anything that is documented?

Ms. Ferguson stated the situation she is talking about is where you have the two pools and the kids spray ground feature. The older kids are going over there and bothering some of the smaller kids. The problem is you have bigger kids and smaller kids in families, so if all the family wants to go over there, you can't stop that. How do you police that?

Ms. Taylor stated my concern would be if you are an older child, there should be some age requirement. I have an 11-year-old and a 2-year-old. But I am with them at the kiddie park. So if you have somebody that is 17 years old, we need to come up with something or some type of policy.

Mr. Kirsch stated you really can't put anything in writing because there are children who are respectful. We can't be really proactive against it without hurting the positive individuals. We can be more reactive with it, and I am good with supporting suspensions or whatever you need to do to make sure that the people who commit these infractions are dealt with accordingly.

Ms. Taylor asked what does a suspension consist of?

Ms. Ferguson responded normally it is a suspension up until the next board meeting.

Mr. deNagy stated what I think we would like to do with these Amenity Center policies, if we can go ahead and get a motion to approve these subject to staff making sure the policies are updated with all the prior policies.

On MOTION by Mr. Plourde seconded by Ms. Taylor with all in favor for the staff to update the Amenity Center polices was approved.
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**TWELFTH ORDER OF BUSINESS**

**Consideration of Fitness Classes**

Ms. Ferguson stated there is a resident, and I have her liability insurance, who is Sweat and Core Fitness, LLC. She wants to offer classes in the social room. Her preferable days would be Thursday and Saturday mornings.

Mr. Plourde asked how close are we coming to being a place for people to conduct business instead of just being a community center? The next thing people will want to repair computers.

Mr. deNagy responded it is up to the board.

Ms. Ferguson stated I think it would be case-by-case for thing you want to consider.

There was general discussion about having businesses operate in the community.

Mr. Ferguson stated for Swimfamous, she is giving 10% back. Is this lady giving anything back?

Ms. Ferguson stated that could be an agreement that the District has.

Mr. Kirsch stated we built the Amenity Center for it to be used, and unused time is just unused time. I don't want to see it conflict with peak time Saturday. Morning.

Ms. Ferguson responded no she is doing Saturday 9 to 10, and our rentals don't start until 11:00.

I don't want to see outside residents because then it is turning into her place of business to bring outside people in.

Ms. Taylor stated I would have to say that the contract would have to be residents only.

Mr. Knight stated the contract with Swimfamous only provides for residents to be eligible for the lessons or members of the Amenity Center. The District does get 10% of her revenue as a fee for using the facilities.

Mr. Kirsch I am good with it. We are in that gray area where we draw the line. I mean if it is all residents and does not conflict with other residents wanting to use the same resources, I don't see a problem with it.

On MOTION by Mr. Kirsch seconded by Ms. Taylor with all in favor to draft an agreement for Sweat & Core LLC to hold fitness classes was approved.

They will meet Thursday and Saturday mornings 9:00 a.m. to 10:00 a.m.

**THIRTEENTH ORDER OF BUSINESS      Consideration of Appeal to Amenity Suspension**

Mr. deNagy stated we sent a letter on recommendation from staff. A resident did not pay for an event. They wanted to have a baby shower. Their privileges have been suspended until they pay the fee plus NSF fee, which in the policy is \$50. The total owed is \$125. The resident sent a letter, which is located in the agenda package, asking us to waive the suspension. I will throw that out for consideration. I talked to Mandy before the meeting, and the money has never been paid. The check was drawn on a closed account.

Ms. Ferguson stated she states in the middle paragraph that she spoke to me a few times trying to resolve this. She stated she tried to pay with a money order, which is not correct. We have called her and left numerous messages. She has never called back nor have I ever seen her or spoken to her. We were suspending her privileges subject to her paying the fees. When she pays the fees, she can get access back. She is wanting access but has not paid.

Mr. Richardson asked as long as the debt remains the suspension continues?

Ms. Ferguson stated yes.

Mr. Kirsch stated I would expect the same treatment.

Mr. deNagy asked is the board in agreement to deny the appeal?

The board members responded yes.

On MOTION by Mr. Plourde seconded by Mr. Kirsch with all in favor to deny the appeal of the Amenity Center suspension for resident Victoria Conner was approved.

**FOURTEENTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS      Staff Reports**

**A.    Attorney**

Mr. Knight stated I have nothing to report.

**B.    Engineer – Acceptance of the Annual Engineer's Report for 2018**

Mr. Lockwood stated I have the stamped copies of the Engineer's Report. You have had the draft copy, and the only difference between the two copies is one is now stamped, the date is changed, and Duval County is corrected on the cover. Mr. Torres received the signed

and sealed copy via email and can disseminate it if need be. In the reported I mentioned a few things that need to be updated, dealt with, or looked into. One is a solar speed limit sign was not working at the time, however, later that night it was working. I don't know why that happened. I noticed there are some aquatic plants, which is probably what people are talking about around the ponds. It is something that happens over time, but generally you try to maintain it as you can. It is a harder thing to do. What one person said about clippings going on there, yes, over time that creates aquatic problems. There is no great solution for it. There was an email from a resident about some growth, and I am going to call them weed trees for lack of a better term. You have some of those around the ponds that are growing that probably should be maintained. Generally you try to get the residents to maintain around the pond banks if you can. There are some fences along the ponds. We have looked into the issue, and it is hard to say that the residents can't build fences in the easements, however, if the CDD needs access, and the fence is in the way, the CDD has a right to remove those fences. They can remove the fence, and the resident would have to put it back in at their cost. It is certainly not a great thing, but we do need access to the ponds. Everybody here has talked about the ponds today, and if you have a boat that gets into the pond, there is an easement, and it has to be accessed. There are a couple of unobstructed access easements, but for the most part the easements are just general easements. They are still used for access.

Mr. Plourde stated didn't we talk about this last time, and we were going to send a letter or an email out the people or to the HOA to tell these people you have this responsibility.

Mr. Lockwood responded the answer is indirectly yes, we talked about that. We will produce a map. However, looking into it, it is a little more dicey than saying "Hey, got to remove your fence." I am just letting you know that in researching it, I was hoping it was black and white. It is a little more gray than I had hoped. The residents technically can put the fences there, but then it becomes a situation where if you need to get access, the wording and the crafting of the language would have to be massaged in a way that notifies them – I don't know how you say it. "You can build a fence, but we might be able to tear it down." The problem is first of all, it is not CDD lands. These are actually owned by the lot owners. They own up to the property line. They share it. So it is not CDD lands you are using, but it is access easement through their property.

Mr. Knight stated even though what the CDD has is an easement, the landowner shouldn't do anything to obstruct the CDD's use of that easement. Even though they own the property, if it is CDD easement, then the CDD ought to be able to use it without be obstructed by fences and other obstacles.

Mr. deNagy stated we did have one resident where we had an issue with access to the pond. When we looked into it and got out there, there is a really wide easement, maybe 40 feet. You had a fence on one homeowner's side that went right down the middle of the easement and none on the other side. So the lake management people were going down where there is no fence obviously. Now, what do you tell the resident that has put fence in? Do they have to put a gate in to allow access on their side?

Mr. Lockwood stated most people do not have fences that block, and a fair amount of your ponds are open area. I will come up with a map for that.

*At this point, Supervisor Dan Plourde left the meeting.*

Mr. Lockwood continued. I don't know if this is a big deal or not, but I need to mention it. The CDD drains through into the city's property. There is a property across the street where Smf 8 is. The tract is fenced, but a section of the fence is missing. It is total accessible. It is city property, but you drain through it. I don't know if we want to notify the city that the fence is open, and the pond is not maintained. It is completed weeded over. Trees are growing into the pond. It is offsite, but it is across the street of Yellow Bluff Road. It is almost directly across, but the CDD drains through it. Another thing mentioned in the report is the striping for your parking lot needs to be redone. It is probably not something you have in your budget, but it looks like it is due. You can hardly see them. I mentioned in the report that you will need money set aside to replace and repair things as they go. Your roof is 10 years old. They usually last 20 years. I know it seems like a long time, but 10 years is not a long time. You need to put money aside for repairing the parking lot, and your Amenity Center in general will have a lot of maintenance that will have to be done over the next 10 years. If you don't set aside, you will have to go out and reassess, re-bond, and do some crazy stuff. If you set aside a reserve fund now, you will be much better off. I would anticipate you need over a million

dollars. That is my opinion. I haven't done any assessment or any study, but I am sharing my opinion.

Mr. Kirsch asked if we do this reserve study, will they go 10 years old.

Mr. deNagy responded yes, it is typically 30.

Mr. Kirsch stated let's move with that. That's my suggestion.

Mr. Lockwood stated those are the main things I have in the report. This report is required early for the bond holders.

On MOTION by Mr. Maier seconded by Ms. Taylor with all in favor to accept the Engineer's Report was approved.

### **C. Manager**

#### **1. Report on Number of Registered Voters (1,212)**

Mr. Torres stated we are required by Chapter 190 to report each year the number of registered voters. That is 1,212.

#### **2. Discussion of the Meeting Schedule for Fiscal Year 2019**

Mr. Torres stated I know a few supervisors have their own comments about that.

Mr. Kirsch suggested to move them all to the Amenity Center at 6:00. We are going to run into the bid situation again next year with RFPs and contracts coming up. We just created a September meeting for this year, and it probably should be recurring.

Mr. Torres stated if your RFPs are going to be an annual thing, that you would move it before you pass a budget.

Mr. deNagy stated I would not recommend an RFP every year. It is a lot of work for a little bit of money.

Mr. Kirsch stated but different vendors come up at different times.

Mr. Torres responded in this District, all of them are expiring the same time.

Mr. Kirsch stated okay. I am good with the four meetings, just change the time and location for the January and July meeting.

Mr. deNagy asked is the board okay with changing the time to 6:00 p.m. and the location to all be at Yellow Bluff Amenity Center. That would be October 4, 2018; January 3, 2019; April 4, 2019; and July 11, 2019.

On MOTION by Mr. Richardson seconded by Mr. Maier with all in favor the meeting schedule with the January 2019 and July 2019 meetings changed to be held at Yellow Bluff Amenity Center at 6:00 p.m. was approved.

**D. Operations Manager**

Mr. Hall's report is located in the agenda package behind Tab XV-D.

Mr. Hall briefly highlighted items in his report. Lawnboy has done a good job. He also discussed landscape changes to the entrances. This will be discussed more at the next meeting.

*At this point, Supervisor Brian Richardson left the meeting*

Mr. Hall stated NiteLites provided a proposal for outdoor lighting in the amount of \$9,983.00. They are able to bore under the road versus solar. There will be brass fixtures that are very long lasting.

Mr. deNagy stated this would be funded out of Capital Reserves.

On MOTION by Mr. Maier seconded by Ms. Taylor with all in favor to authorize a Small Project Agreement with NiteLites for outdoor lighting in the amount of \$9,983.00 was approved.

Mr. Hall stated we are going through umbrellas at the pool. They are breaking. There are umbrellas with a Sunbrella fabric with a five-year warranty and two-year frame warranty. It does not cover wind damage though, and they are about \$200 apiece. I have been replacing the broken ones with \$30 umbrellas.

Ms. Taylor stated \$200 each for an umbrella – no. I can't do that, especially if it is not covered for wind damage.

Ms. Ferguson stated that is why we were buying the cheaper ones. They are cheap, but they also look really bad when they only a week. You get what you pay for. I checked prices through Southern Recreation for sun sails. We are \$6,000 to \$8,000 for those. They also have really nice hexagon umbrellas that provide about 250 sq. ft. of shade. Those are \$3,500 for one. There is a 10-year warranty with the fabric and 20 with the frame.

Mr. Kirsch asked can we hold with what we are doing right now until the end of the summer since we are half way through it. We will talk about this when the other board members are present.

Ms. Ferguson presented her report. We have cameras up and running in the social room. I have a lot of residents who want a vending machine for drinks at the pool. I have some information from Coca-Cola. They give back 10% commission after we have sold 70 to 100 cases of drinks. It would be a card reader system. No charge to install. We have found where we want to put it, which is by the water fountain. There is an electrical outlet there too. They cover vandalism insurance. My recommendation is to go for it. We are getting into the off season, but they are still responsible for supplying it and keeping it up. If it becomes a problem, it can be removed.

Mr. Knight stated we do not need an agreement because it is not costing the District anything. You are just allowing them to install a machine there.

The board members agreed for Ms. Ferguson to proceed.

Ms. Ferguson stated the social committee wants to do a wine tasting on July 22 at 6:30. It is a company coming in. You can taste up to 13 different wines. You can order online or afterwards if you are interesting in purchasing a wine. They have their own bartender.

Mr. Knight stated we need a Certificate of Insurance showing they are insured. They need to see our policy on drinking, which was adopted in that resolution mentioned earlier. Nobody under 21 and all of that – they need to be aware of that. The way the policy is written, we should get a vote from the board authorizing that event.

On MOTION by Mr. Maier seconded by Ms. Taylor with all in favor the wine tasting event for residents was approved.

## **SIXTEENTH ORDER OF BUSINESS**

## **Supervisor Request / Audience Comments**

### **Supervisor Requests**

Mr. Kirsch stated the entry cameras, were are we are on that.

Mr. Maier stated now that we are going to have electricity, it will be a whole lot cheaper.



Mr. Kirsch stated assuming power is there, can we get numbers with the September meeting. Can we add the security camera discussion to the September meeting agenda?

Mr. Torres will add that do the September agenda.

### **Audience Comments**

A resident expressed his thoughts that the neighborhood is just becoming a sales pitch for different businesses. I don't want to live on Wall Street. I want to live in Yellow Bluff.

Leo Dickinson from Lawnboy stated we have served the community for 7 years, and we love the community. We are a relatively small company, and I appreciate the frank feedback. It is valuable to us. We have gotten great feedback from Brian and Dan. When Chris and Brian reach out to us regarding an issue, we are very responsive. I also live in the community and understand your desire to find out where the market is. I hope we have an opportunity to bid also.

Ms. Ferguson stated I have one more thing. I have residents who have a problem with people fishing in their backyard. Currently there are no signs up. She said the problem started with one or two people, and it is now turning into people bringing umbrellas and coolers and families.

Mr. deNagy stated I know at a District in St. John's County, we have a trespass agreement with St. John's County Sheriff's office. They can cite people for trespassing for being on a pond bank fishing if it is on private property.

Mr. Knight responded we can only do that on CDD property. Where these people are doing that, if it is not on CDD property, we can't do anything about it. If they own the property, they can call the police.

Mr. Lockwood stated that pond right there is encompassed by private homes. There should be no public access to that, especially off that cul-de-sac.

Ms. Ferguson stated the resident said they are walking right through the yards.

Mr. Knight stated the CDD may own the lake banks. If they are going to trespass on the CDD property, we probably have to go to the sheriff and work out a trespass agreement. That agreement would designate somebody to call and report the trespass and warn them to leave, and if they didn't leave, they could be arrested.

Staff received guidance to inquire with Duval County regarding Trespassing Agreement for fishing on pond banks.

**SEVENTEENTH ORDER OF BUSINESS    Financial Statements**

**A.    Balance Sheet and Statement of Revenue & Expenditures**

Mr. Torres stated these are as of May 31, 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 \$133,430.78.

On MOTION by Mr. Maier seconded by Mr. Kirsch with all in favor the Check Run Summary in the amount of \$133,430.78 was approved.

**EIGHTEENTH ORDER OF BUSINESS    Next Scheduled Meeting**

Mr. deNagy stated the next scheduled meeting is September 13, 2018 at 6:00 p.m. at the Yellow Bluff Amenity Center.

**NINETEENTH ORDER OF BUSINESS    Adjournment**

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

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

\_\_\_\_\_  
Chairman/Vice Chairman

*TWELFTH ORDER OF BUSINESS*

*C.*

**Tison's Landing Community Development District**  
**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, FL 32257**

**Memorandum**

**Date:**           **October 4, 2018**

**To:**             **Rich Whetsel**                   **email**  
                      **Operations Director**

**From:**          **Chris Hall**                   **Mandy Ferguson**  
                      **Operations Manager**       **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.
- Ten (10) replacement cards have been issued.

**Special Events & Amenity Management:**

- A Dive in Movie was held on July 13<sup>th</sup> and the movie Lilo & Stitch was played. Food Trucks were present and served the residents and staff offered free popcorn and drinks in the social room.
- The social committee and CDD staff met on July 18<sup>th</sup> at 6:00 p.m. in the social room to discuss upcoming events.
- The movie Angels in the Outfield was played by the pool and Food Trucks were present for the residents.
- The social committee had a wine tasting event in the social room for residents that were 21 years of age and older on July 22<sup>nd</sup>.
- The social committee met on August 1<sup>st</sup> at 6:00 p.m.
- August 3<sup>rd</sup> Food Trucks were present to serve the community.
- A National Night Out Event was held on August 7<sup>th</sup> with Food Trucks, the Sheriff's Office and Snow cones. Staff coordinated with the Neighborhood Watch Representative in the Community.
- On August 24<sup>th</sup> Food Trucks were present and served the community.
- Food Truck Friday was held on September 7<sup>th</sup>.
- Food Truck Friday was held on September 14<sup>th</sup>.

- The social committee and CDD staff met on September 17<sup>th</sup> at 6:00 p.m. to discuss future events.
- On September 21<sup>st</sup> the social committee, along with the CDD, planned and held a Casino Night. Food Trucks were also present. Games were played with chips and prizes and gift cards were given away during the night. It was very well attended.
- Food Truck Friday was held on September 28<sup>th</sup>.
- Food Truck Friday will be held on October 5<sup>th</sup> from 5:00 p.m. to 8:00 p.m.
- We will be holding an Adults Only Corn Hole Tournament on October 13<sup>th</sup> from 4:00 p.m. to 6:00 p.m. Winning team gets a \$200 gift card.
- Food Truck Friday will be held on October 19<sup>th</sup>.
- The social committee and CDD staff will meet again on October 17<sup>th</sup> at 6:15 p.m.
- Community Yard Sales will be held on Saturday, October 20<sup>th</sup> and Sunday, October 21<sup>st</sup> from 8:00 a.m. to 1:00 p.m.
- A Fall Festival will be held on October 26<sup>th</sup> from 5:00 p.m. to 9:00 p.m. Residents will be able to participate in a pumpkin dive in, horse drawn hayride, costume contest, chili cook off, the movie Hocus Pocus being played on the big screen and Food Trucks will be present.
- Residents are welcome to participate in Trunk or Treat at the amenity center on October 31<sup>st</sup> starting at 6:00 p.m. Gift card going to the best-decorated trunk. Participants must provide their own candy to pass out.
- A Christmas Event is planned for November 20<sup>th</sup> from 5:00 p.m. to 9:00 p.m. Santa will be present for pictures from 6:00 p.m. to 8:00 p.m. A trackless train will also be providing the community with rides.
- A November 14<sup>th</sup> social committee meeting is planned for 6:15 p.m.
- Food Truck Friday is scheduled for December 14<sup>th</sup>.
- Sweat N Core Fitness continues to provide the residents with fitness classes on Monday evenings, Thursday evenings and Saturday mornings.
- The Coca Cola vending machine was installed and is being stocked on a regular basis.
- Upcoming events being planned: Family Bingo Night, Ladies Bunco Night, A Kids Kraft Day, Captain Character, a Teenager Only Corn Hole Tournament and new events will be coming with the New Year.

### **RMS Maintenance – Amenity Center/Common Areas/Pool Area:**

- The landscape lighting in the medians has been installed.
- Turners Pest Control is scheduled to provide their first pest control service in October.
- No Soliciting Signs will be installed at both entrances to the community.
- A new maintenance agreement with Florida Air will be entered.
- A box of air filters was ordered for the air conditioning systems.
- Breaker/timeclock for the tennis court lights have been repaired.

- The air conditioning systems have been serviced.
- Amenity center and parking lot lights have been inspected.
- A night time light inspection has been completed.
- Trashcan liners are being replaced weekly.
- The Pocket Parks are being cleaned and inspected weekly.
- All the common areas are being policed for trash and debris.
- RMS staff has performed site tours and requested proposals for lake maintenance, pest control and lawn fertilization, pool maintenance, and lawn services.
- RMS staff met with Atlantic Securities to get a proposal to add card access to the wheelchair accessible entrance to the pool area.

**Lakes:**

- Clear Waters is continuing to treat the lakes this month.
- Lake Doctor's will take over the lake treatments in October.
- RMS is inspecting and cleaning the lakes and outfall structures monthly.

**Landscaping & Irrigation:**

- The playing field grass is being monitored by Nadar's and RMS.
- Nadar's continues to monitor the turf and ornamentals and is treating as needed.
- Lawnboy continues to perform monthly irrigation inspections.
- Riverside Management continues to perform bi-weekly landscape inspections with Lawnboy.
- New seasonal color has been installed at both entrances.

**Fitness Center:**

- Fitness Center wipes were ordered and delivered.
- 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 at (904) 814-1246 or Rich Whetsel at (904) 759-8923.

*FIFTEENTH ORDER OF BUSINESS*



*A.*

*Tison's Landing*  
*Community Development District*

*Unaudited Financial Statements*  
*as of*  
*August 31, 2018*

*Board of Supervisors Meeting*  
*October 4, 2018*

**TISON'S LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
August 31, 2018

	<b>Major Funds</b>			<b>Total Governmental Funds</b>
	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	
<b>ASSETS:</b>				
Cash	\$23,007	---	---	\$23,007
Due From Other Funds	\$26,378	---	---	\$26,378
<i>Investments:</i>				
SBA-Surplus Funds	\$96,508	---	\$134,416	\$230,924
<i>Series 2016-1</i>				
Reserve	---	\$149,488	---	\$149,488
Revenue	---	\$89,253	---	\$89,253
Prepayment	---	\$7,256	---	\$7,256
Construction	---	---	\$57,859	\$57,859
<i>Series 2016-2</i>				
Reserve	---	\$42,990	---	\$42,990
Prepayment	---	\$1,791	---	\$1,791
Deposits	\$4,202	---	---	\$4,202
Prepaid Expenses	\$20,109	---	---	\$20,109
<b>TOTAL ASSETS</b>	<b>\$170,205</b>	<b>\$290,778</b>	<b>\$192,275</b>	<b>\$653,257</b>
<b>LIABILITIES:</b>				
Accounts Payable	\$28,565	---	---	\$28,565
Due to other Funds	---	---	\$26,378	\$26,378
<b>TOTAL LIABILITIES</b>	<b>\$28,565</b>	<b>\$0</b>	<b>\$26,378</b>	<b>\$54,943</b>
<b>FUND BALANCES:</b>				
<i>Nonspendable:</i>				
Prepaid items and deposits	\$24,312	---	---	\$24,312
<i>Restricted for:</i>				
Debt service	---	\$290,778	---	\$290,778
Capital Projects	---	---	\$165,897	\$165,897
Unassigned	\$117,328	---	---	\$117,328
<b>TOTAL FUND BALANCES</b>	<b>\$141,639</b>	<b>\$290,778</b>	<b>\$165,897</b>	<b>\$598,313</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$170,205</b>	<b>\$290,778</b>	<b>\$192,275</b>	<b>\$653,257</b>

**TISON'S LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending August 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/2018	ACTUAL THRU 08/31/2018	VARIANCE
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**REVENUES:**

Maintenance Assessments - On Roll	\$489,762	\$489,762	\$490,983	\$1,221
Clubhouse Income	\$3,000	\$3,000	\$17,335	\$14,335
Interest Income	\$0	\$0	\$3,756	\$3,756
<b>TOTAL REVENUES</b>	<b>\$492,762</b>	<b>\$492,762</b>	<b>\$512,073</b>	<b>\$19,311</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

Supervisor Fees	\$3,200	\$2,933	\$3,400	(\$467)
FICA Taxes	\$245	\$224	\$260	(\$36)
Engineering	\$5,000	\$4,583	\$3,855	\$729
Arbitrage Calculation	\$600	\$550	\$0	\$550
Dissemination	\$1,000	\$917	\$1,217	(\$300)
Assessment Roll	\$2,500	\$2,500	\$2,500	\$0
Attorney	\$15,000	\$13,750	\$11,346	\$2,404
Annual Audit	\$3,900	\$3,900	\$3,900	\$0
Trustee Fees	\$3,725	\$3,725	\$3,717	\$8
Management Fees	\$47,250	\$43,313	\$43,313	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Telephone	\$100	\$92	\$8	\$84
Postage	\$1,000	\$917	\$1,041	(\$124)
Printing & Binding	\$1,575	\$1,444	\$828	\$615
Insurance	\$8,692	\$8,692	\$8,252	\$440
Legal Advertising	\$1,500	\$1,375	\$928	\$447
Other Current Charges	\$500	\$458	\$571	(\$113)
Office Supplies	\$150	\$138	\$458	(\$320)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$97,112</b>	<b>\$90,602</b>	<b>\$86,685</b>	<b>\$3,917</b>

**TISON'S LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending August 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/2018	ACTUAL THRU 08/31/2018	VARIANCE
<i>Field:</i>				
Insurance	\$13,064	\$13,064	\$11,612	\$1,452
Field Management & Administration	\$28,300	\$25,942	\$25,937	\$5
Recreation Center Attendant	\$47,478	\$43,522	\$48,266	(\$4,744)
Recreation Center Seasonal Assistant	\$7,680	\$7,040	\$4,600	\$2,440
Pool Maintenance	\$11,400	\$10,450	\$13,931	(\$3,481)
Pool Chemicals	\$6,000	\$5,500	\$1,741	\$3,760
Permit Fees	\$1,475	\$1,352	\$870	\$482
Landscape Maintenance	\$60,316	\$55,290	\$55,573	(\$283)
Landscape Contingency	\$2,000	\$1,833	\$2,155	(\$322)
Pest Control	\$500	\$458	\$835	(\$377)
Irrigation Maintenance	\$7,000	\$6,417	\$477	\$5,940
Lake Maintenance	\$8,580	\$7,865	\$8,405	(\$540)
General Facility Maintenance	\$25,000	\$22,917	\$19,692	\$3,225
Utilities-Electric	\$19,000	\$17,417	\$14,560	\$2,857
Utilities-Water	\$31,000	\$28,417	\$17,253	\$11,164
Utilities-Cable	\$3,100	\$2,842	\$3,125	(\$283)
Utilities-Telephone	\$1,752	\$1,606	\$1,480	\$126
Refuse Service	\$2,944	\$2,699	\$1,914	\$785
Repairs and Maintenance	\$25,800	\$23,650	\$25,097	(\$1,447)
Janitorial Maintenance	\$7,140	\$6,545	\$6,545	\$0
Janitorial Supplies	\$3,000	\$2,750	\$1,102	\$1,648
Special Events	\$7,500	\$6,875	\$9,022	(\$2,147)
Amenity Supplies	\$3,350	\$3,071	\$1,720	\$1,351
Capital Outlay	\$32,271	\$29,582	\$32,271	(\$2,689)
Capital Reserve	\$40,000	\$36,667	\$40,000	(\$3,333)
<b>TOTAL FIELD</b>	<b>\$395,650</b>	<b>\$363,768</b>	<b>\$348,182</b>	<b>\$15,586</b>
<b>TOTAL EXPENDITURES</b>	<b>\$492,762</b>	<b>\$454,370</b>	<b>\$434,867</b>	<b>\$19,503</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$77,206</b>	
FUND BALANCE - Beginning	\$0		\$64,433	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$141,639</u>	

# TISON'S LANDING

## COMMUNITY DEVELOPMENT DISTRICT CAPITAL RESERVE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending August 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/2018	ACTUAL THRU 08/31/2018	VARIANCE
<b>Revenues</b>				
Interest Income	\$0	\$0	\$971	\$971
Capital Reserve-Transfer In	\$72,271	\$72,271	\$72,271	(\$0)
<b>TOTAL REVENUES</b>	<b>\$72,271</b>	<b>\$72,271</b>	<b>\$73,242</b>	<b>\$971</b>
<b>Expenditures</b>				
Repairs and Replacements	\$0	\$0	\$41,402	(\$41,402)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,402</b>	<b>(\$41,402)</b>
<b>EXCESS REVENUES</b>			<b>\$31,841</b>	
FUND BALANCE - Beginning	\$84,275		\$76,197	
FUND BALANCE - Ending	<u>\$156,546</u>		<u>\$108,038</u>	

**TISON'S LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2016**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending August 31, 2018

	AMENDED BUDGET	PRORATED THRU 08/31/2018	ACTUAL THRU 08/31/2018	VARIANCE
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**REVENUES:**

Special Assessments - On Roll	\$384,344	\$384,344	\$384,624	\$280
Special Assessments - PPMT A1	\$0	\$0	\$7,066	\$7,066
Special Assessments - PPMT A2	\$0	\$0	\$1,774	\$1,774
Interest Income	\$500	\$500	\$3,947	\$3,447
<b>TOTAL REVENUES</b>	<b>\$384,844</b>	<b>\$384,844</b>	<b>\$397,411</b>	<b>\$12,567</b>

**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)

**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
Special Call - 05/01	\$0	\$0	\$10,000	(\$10,000)

<b>TOTAL EXPENDITURES</b>	<b>\$386,081</b>	<b>\$386,081</b>	<b>\$405,901</b>	<b>(\$19,820)</b>
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**OTHER SOURCES AND (USES)**

Interfund Transfer In / (Out)	\$0	\$0	(\$2,055)	(\$2,055)
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<b>TOTAL OTHER SOURCES AND (USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$2,055)</b>	<b>(\$2,055)</b>
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EXCESS REVENUES (EXPENDITURES)	(\$1,237)		(\$10,545)	
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FUND BALANCE - Beginning	\$107,875		\$301,323	
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FUND BALANCE - Ending	\$106,638		\$290,778	
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**TISON'S LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
Long Term Debt Report  
FY 2018**

<b>Series 2016A-1, Senior Special Assessment Revenue Refunding and Improvement Bonds</b>		
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 (Mandatory)	(\$170,000.00)
<b>Current Bonds Outstanding</b>		<b>\$4,165,000.00</b>
<b>Series 2016A-2, Subordinate Special Assessment Revenue Refunding and Improvement Bonds</b>		
Interest Rate:	4.700%	
Maturity Date:	5/1/2037	\$1,085,000.00
Reserve Fund Requirement:	50% Max Annual Debt Service	
Bonds outstanding - 9/30/2017		\$1,085,000.00
Less:	May 1, 2018 (Mandatory)	(\$35,000.00)
	May 1, 2018 (Special Call)	(\$10,000.00)
<b>Current Bonds Outstanding</b>		<b>\$1,040,000.00</b>
<b>Total Current Bonds Outstanding</b>		<b>\$5,205,000.00</b>



**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 August 31, 2018*

	ADOPTED BUDGET	PRORATED THRU 08/31/2018	ACTUAL THRU 08/31/2018	VARIANCE
<b>REVENUES:</b>				
<i>Interest Income</i>	\$0	\$0	\$578	\$578
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$578</b>	<b>\$578</b>
<b>EXPENDITURES:</b>				
<i>Capital Outlay</i>	\$0	\$0	\$36,410	(\$36,410)
<i>Cost of Issuance</i>	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,410</b>	<b>(\$36,410)</b>
<b>OTHER FINANCING SOURCES AND (USES):</b>				
<i>Interfund Transfer In / (Out)</i>	\$0	\$0	\$2,055	\$2,055
<b>TOTAL OTHER FINANCING SOURCES &amp; (USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,055</b>	<b>\$2,055</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$33,777)</b>	
<i>FUND BALANCE - Beginning</i>			\$91,636	
<i>FUND BALANCE - Ending</i>			<u>\$57,859</u>	

**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	\$2,073	\$0	\$0	\$0	\$490,983
Clubhouse Income	\$2,650	\$240	\$0	\$945	\$0	\$3,970	\$2,275	\$700	\$5,590	\$945	\$20	\$0	\$17,335
Interest Income	\$46	\$0	\$79	\$542	\$550	\$570	\$548	\$496	\$378	\$343	\$203	\$0	\$3,756
<b>Total Revenues</b>	<b>\$2,696</b>	<b>\$14,160</b>	<b>\$466,616</b>	<b>\$4,907</b>	<b>\$2,101</b>	<b>\$5,187</b>	<b>\$3,654</b>	<b>\$3,198</b>	<b>\$8,041</b>	<b>\$1,288</b>	<b>\$223</b>	<b>\$0</b>	<b>\$512,073</b>
Supervisor Fees	\$600	\$0	\$0	\$1,000	\$0	\$0	\$800	\$0	\$0	\$1,000	\$0	\$0	\$3,400
FICA Taxes	\$46	\$0	\$0	\$77	\$0	\$0	\$61	\$0	\$0	\$77	\$0	\$0	\$260
Engineering	\$409	\$313	\$281	\$1,660	\$1,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,855
Arbitrage Calculation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$83	\$183	\$83	\$83	\$83	\$183	\$183	\$83	\$83	\$83	\$83	\$0	\$1,217
Assessment Roll	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Attorney	\$1,050	\$500	\$500	\$850	\$500	\$500	\$2,275	\$700	\$1,840	\$2,631	\$0	\$0	\$11,346
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$3,900	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900
Trustee Fees	\$3,717	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717
Management Fees	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$0	\$43,313
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Telephone	\$0	\$0	\$0	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8
Postage	\$8	\$84	\$7	\$6	\$5	\$23	\$216	\$189	\$339	\$10	\$156	\$0	\$1,041
Printing & Binding	\$86	\$2	\$2	\$81	\$75	\$29	\$104	\$89	\$9	\$5	\$347	\$0	\$828
Insurance	\$8,152	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,252
Legal Advertising	\$0	\$0	\$76	\$0	\$0	\$167	\$0	\$75	\$612	\$0	\$0	\$0	\$928
Other Current Charges	\$30	\$64	\$71	\$8	\$47	\$44	\$61	\$77	\$46	\$66	\$57	\$0	\$571
Office Supplies	\$20	\$0	\$0	\$18	\$0	\$0	\$20	\$0	\$379	\$0	\$21	\$0	\$458
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$20,898</b>	<b>\$5,166</b>	<b>\$5,040</b>	<b>\$7,904</b>	<b>\$5,930</b>	<b>\$8,866</b>	<b>\$7,741</b>	<b>\$5,234</b>	<b>\$7,328</b>	<b>\$7,893</b>	<b>\$4,686</b>	<b>\$0</b>	<b>\$86,685</b>

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
<b>FIELD:</b>													
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	\$2,358	\$2,358	\$2,358	\$0	\$25,937
Recreation Center Attendant	\$3,957	\$4,373	\$3,957	\$4,629	\$3,957	\$3,957	\$3,957	\$3,957	\$5,317	\$6,253	\$3,957	\$0	\$48,266
Recreation Center Seasonal Assistant	\$0	\$0	\$0	\$0	\$420	\$1,530	\$0	\$1,590	\$0	\$0	\$1,060	\$0	\$4,600
Pool Maintenance	\$950	\$950	\$950	\$950	\$950	\$950	\$950	\$1,334	\$3,331	\$2,617	\$0	\$0	\$13,931
Pool Chemicals	\$280	\$236	\$561	\$0	\$0	\$0	\$664	\$0	\$0	\$0	\$0	\$0	\$1,741
Permit Fees	\$345	\$0	\$0	\$0	\$0	\$0	\$0	\$525	\$0	\$0	\$0	\$0	\$870
Landscape Maintenance	\$4,620	\$7,900	\$3,950	\$4,620	\$4,639	\$4,725	\$6,025	\$1,017	\$8,917	\$1,017	\$8,143	\$0	\$55,573
Landscape Contingency	\$0	\$0	\$0	\$0	\$220	\$0	\$0	\$0	\$0	\$1,935	\$0	\$0	\$2,155
Pest Control	\$485	\$0	\$88	\$0	\$86	\$88	\$0	\$0	\$88	\$0	\$0	\$0	\$835
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	\$1,255	\$715	\$715	\$0	\$8,405
General Facility Maintenance	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$1,783	\$1,625	\$1,964	\$2,085	\$1,820	\$0	\$0	\$19,692
Utilities-Electric	\$1,449	\$1,465	\$1,337	\$1,503	\$1,225	\$800	\$1,362	\$2,131	\$1,631	\$1,656	\$0	\$0	\$14,560
Utilities-Water	\$2,413	\$2,340	\$2,081	\$759	\$923	\$1,602	\$1,711	\$2,111	\$1,649	\$1,664	\$0	\$0	\$17,253
Utilities-Cable	\$249	\$249	\$249	\$263	\$273	\$263	\$263	\$263	\$263	\$527	\$263	\$0	\$3,125
Utilities-Telephone	\$113	\$127	\$127	\$157	\$127	\$135	\$145	\$137	\$137	\$138	\$138	\$0	\$1,480
Refuse Service	\$167	\$162	\$163	\$163	\$169	\$164	\$164	\$164	\$164	\$166	\$268	\$0	\$1,914
Repairs and Maintenance	\$6,164	\$4,387	\$80	\$7,092	\$1,734	\$1,072	\$1,372	\$774	\$1,462	\$813	\$146	\$0	\$25,097
Janitorial Maintenance	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$0	\$6,545
Janitorial Supplies	\$250	\$32	\$0	\$223	\$76	\$0	\$84	\$202	\$105	\$131	\$0	\$0	\$1,102
Special Events	\$1,771	\$0	\$1,553	\$0	\$0	\$2,680	\$1,488	\$1,298	\$0	\$230	\$0	\$0	\$9,022
Amenity Supplies	\$179	\$197	\$225	\$238	\$64	\$243	\$94	\$140	\$200	\$140	\$0	\$0	\$1,720
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
<b>Total Field Expenditures</b>	<b>\$41,059</b>	<b>\$28,225</b>	<b>\$21,185</b>	<b>\$26,349</b>	<b>\$27,353</b>	<b>\$23,656</b>	<b>\$49,950</b>	<b>\$21,276</b>	<b>\$29,557</b>	<b>\$22,775</b>	<b>\$17,643</b>	<b>\$0</b>	<b>\$309,029</b>
<b>Subtotal Operating Expenditures</b>	<b>\$61,957</b>	<b>\$33,391</b>	<b>\$26,226</b>	<b>\$34,252</b>	<b>\$33,282</b>	<b>\$32,522</b>	<b>\$57,691</b>	<b>\$26,510</b>	<b>\$36,885</b>	<b>\$30,669</b>	<b>\$22,328</b>	<b>\$0</b>	<b>\$395,714</b>
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$65,531)	\$0	\$0	\$0	\$0	(\$65,531)
Excess Revenues (Expenditures)	(\$59,260)	(\$19,231)	\$440,390	(\$29,345)	(\$31,181)	(\$27,335)	(\$54,037)	(\$88,843)	(\$28,844)	(\$29,380)	(\$22,105)	\$0	\$50,828

*B.*

**TISON'S LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Special Assessment Receipts  
Fiscal Year 2018

\$529,475.20      \$414,778.48      \$944,253.68

**TOTAL ASSESSMENT LEVY**

**ASSESSED THROUGH COUNTY**

56.07%      43.93%      100.00%

.36300.10000      .36300.10000

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	\$3,336.24	\$1,870.74	\$1,465.49	\$3,336.24
01/11/18	12/20/17-12/31/17	\$4,725.68	\$168.61	\$159.50	\$0.00	\$4,397.56	\$2,465.86	\$1,931.70	\$4,397.56
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	\$2,378.08	\$1,333.47	\$1,044.61	\$2,378.08
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
06/21/18	06/01/18-06/15/18	\$3,611.45	(\$220.48)	\$134.12	\$0.00	\$3,697.81	\$2,073.49	\$1,624.32	\$3,697.81
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$ 944,253.69</b>	<b>\$ 36,888.92</b>	<b>\$ 31,757.76</b>	<b>\$ -</b>	<b>\$ 875,606.98</b>	<b>\$490,982.66</b>	<b>\$384,624.32</b>	<b>\$875,606.98</b>

**Assessed on Roll:**

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$529,475.20	56.0734%	\$490,982.66	(\$490,982.66)	\$0.00
DEBT SERVICE	\$414,778.48	43.9266%	\$384,624.32	(\$384,624.32)	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$944,253.68</b>	<b>100.00%</b>	<b>\$875,606.98</b>	<b>(\$875,606.98)</b>	<b>\$0.00</b>

**001.300.20700.10200 V#38**

<b>TRANSFERS TO DEBT SERVICE:</b>		
DATE	CHECK #	AMOUNT
12/20/2017	2016	\$374,913.46
3/16/2018	2063	\$5,359.74
4/23/2018	2088	\$1,158.30
6/26/2018	2129	\$1,568.50
7/13/2018	2143	\$1,624.32
<b>TOTAL</b>		<b>\$384,624.32</b>
Amount due:		<b>\$0.00</b>

**GROSS PERCENT COLLECTED      100.00%**  
**GROSS REMAINING TO COLLECT      (\$0.01)**

*C.*

# ***Tison's Landing Community Development District***

## *Check Run Summary*

*October 4, 2018*

<b><i><u>Date</u></i></b>	<b><i><u>Check Numbers</u></i></b>	<b><i><u>Amount</u></i></b>
<i>07/06/18</i>	<i>2133-2137</i>	<i>\$11,505.62</i>
<i>07/13/18</i>	<i>2138-2143</i>	<i>\$16,861.23</i>
<i>07/19/18</i>	<i>2144-2146</i>	<i>\$1,728.24</i>
<i>07/26/18</i>	<i>2147-2152</i>	<i>\$9,248.89</i>
<i>08/09/18</i>	<i>2153-2158</i>	<i>\$23,044.90</i>
<i>08/24/18</i>	<i>2159-2165</i>	<i>\$7,180.01</i>
<i>09/07/18</i>	<i>2166-2173</i>	<i>\$27,179.15</i>
<i>Total</i>		<i><u><u>\$96,748.04</u></u></i>

\*\*\* CHECK DATES 06/29/2018 - 09/21/2018 \*\*\*

TISON'S 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	CHECK #
7/06/18	00030	6/25/18	0906133	201807 320-57200-41050	16529 TISON'S BLUFF RD COMCAST	*	263.30	263.30	002133
7/06/18	00004	7/02/18	371	201807 310-51300-34000	JUL 18-MGMT FEES	*	3,937.50		
		7/02/18	371	201807 310-51300-35100	JUL 18-IT SERVICES	*	83.33		
		7/02/18	371	201807 310-51300-31200	JUL 18-DISSEMINATION SVCS	*	83.33		
		7/02/18	371	201807 310-51300-51000	JUL 18-OFFICE SUPPLIES	*	.06		
		7/02/18	371	201807 310-51300-42000	JUL 18-POSTAGE	*	9.87		
		7/02/18	372	201807 320-57200-34400	JUL 18-CONTRACT ADMIN	*	2,358.33		
					GOVERNMENTAL MANagements SERVICES			6,477.82	002134
7/06/18	00064	6/25/18	31340417	201806 320-57200-46202	PEST CONTROL SERVICES NADER'S PEST RAIDERS	*	88.00	88.00	002135
7/06/18	00046	7/02/18	285	201807 320-57200-46601	JUL 18-JANITORIAL SVCS	*	595.00		
		7/02/18	285	201807 320-57200-45105	JUL 18-FACILITY MGMT SVCS	*	3,956.50		
					RIVERSIDE MANAGEMENT SERVICES INC.			4,551.50	002136
7/06/18	00131	7/06/18	REFUND	201807 300-36900-10000	REFUND RENTAL CHECK ANDREA MCDONALD	*	125.00	125.00	002137
7/13/18	00020	6/05/18	90197	201806 320-57200-46800	LAKES 1-8-YELLOW BLUFF CLEAR WATERS INC	*	715.00	715.00	002138
7/13/18	00101	7/11/18	17098	201807 320-57200-46000	JUL 18-PREVENTATIVE MAINT FITNESS PRO	*	175.00	175.00	002139
7/13/18	00015	6/02/18	89708215	201805 320-57200-43000	ELECTRIC SVCS	*	2,131.07		
		6/02/18	89708215	201805 320-57200-43100	IRR/SEWER/WATER SVCS	*	2,110.97		

TISO TISON

IARAUJO



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO... DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
7/02/18		89708215	201806	320-57200-43000				ELECTRIC SERVICES	*	1,631.25		
7/02/18		89708215	201806	320-57200-43100				IRRIGATION SERVICES	*	1,168.90		
7/02/18		89708215	201806	320-57200-43100				SEWER SERVICES	*	345.86		
7/02/18		89708215	201806	320-57200-43100				WATER SERVICES	*	133.86		
								JEA			7,521.91	002140
7/13/18	00052	7/09/18	6333	201806	320-57200-46200			JUN 18-MAINT SERVICES	*	3,950.00		
		7/09/18	6349	201807	320-57200-46201			IRR REPAIRS/TREE REMOVAL	*	1,235.00		
								LAWNBOY LAWN SERVICES, INC.			5,185.00	002141
7/13/18	00046	6/30/18	286	201807	320-57200-45105			RENTAL ATTENDANT SVCS	*	1,640.00		
								RIVERSIDE MANAGEMENT SERVICES INC.			1,640.00	002142
7/13/18	00038	7/13/18	07132018	201807	300-20700-10200			TXFER OF TAX RCPTS	*	1,624.32		
								TISON'S LANDING CDD			1,624.32	002143
7/19/18	00125	3/21/18	2	201803	310-51300-31200			AMORT.SCHEDULE S2016-A1	*	100.00		
								DISCLOSURE SERVICES, LLC			100.00	002144
7/19/18	00077	7/16/18	0687-909	201808	320-57200-43200			AUG 18-REFUSE SERVICES	*	268.24		
								REPUBLIC SERVICES #687			268.24	002145
7/19/18	00046	7/16/18	287	201806	320-57200-45105			MAY-JULY-FACILITY ASSISTNT	*	1,360.00		
								RIVERSIDE MANAGEMENT SERVICES INC.			1,360.00	002146
7/26/18	00017	7/14/18	60070010	201807	320-57200-41000			SERVICE THRU 08/13/2018	*	137.89		
								AT&T			137.89	002147
7/26/18	00020	7/05/18	90844	201807	320-57200-46800			LAKES 1-8 YELLOW BLUFF	*	715.00		
								CLEAR WATERS INC			715.00	002148
7/26/18	00101	7/18/18	17156	201807	320-57200-52000			4 ROLLS OF WIPES	*	140.00		
								FITNESS PRO			140.00	002149

TISO TISON IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/26/18	00064	7/01/18	31809455	201807	320	57200	46200		NADER'S PEST RAIDERS	*	242.50	242.50	002150
7/26/18	00132	7/24/18	50%PMT	201807	300	20700	10200		NITELITES	*	4,991.50	4,991.50	002151
7/26/18	00046	7/23/18	288	201806	320	57200	46600		RIVERSIDE MANAGEMENT SERVICES INC.	*	2,085.00	3,022.00	002152
		7/23/18	288	201806	320	57200	46000			*	832.00		
		7/23/18	288	201806	320	57200	46602			*	105.00		
8/09/18	00081	6/30/18	150719	201806	310	51300	31500		BILLING, COCHRAN, LYLES, MAURO & RAMSE	*	1,840.00	1,840.00	002153
8/09/18	00030	7/25/18	0906133	201807	320	57200	41050		COMCAST	*	263.31	263.31	002154
8/09/18	00004	8/01/18	373	201808	310	51300	34000		GOVERNMENTAL MANagements SERVICES	*	3,937.50	6,986.68	002155
		8/01/18	373	201808	310	51300	35100			*	83.33		
		8/01/18	373	201808	310	51300	31200			*	83.33		
		8/01/18	373	201808	310	51300	51000			*	20.81		
		8/01/18	373	201808	310	51300	42000			*	155.98		
		8/01/18	373	201808	310	51300	42500			*	347.40		
		8/01/18	374	201808	320	57200	34400			*	2,358.33		
8/09/18	00015	7/30/18	87908215	201807	320	57200	43000			*	1,656.18		
		7/30/18	87908215	201807	320	57200	43100			*	1,124.84		
		7/30/18	87908215	201807	320	57200	43100			*	391.94		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		7/30/18	87908215	201807	320-57200-43100			*	147.27		
			JUL 18-WATER								
						JEA				3,320.23	002156
8/09/18	00052	8/01/18	6376	201808	320-57200-46200			*	3,950.00		
			JUL 18-LANDSCAPE MAIN.								
						LAWNBOY LAWN SERVICES, INC.				3,950.00	002157
8/09/18	00046	7/23/18	289	201807	320-57200-46000			*	175.50		
			SVC CALL-BREAKER TRIPPING								
		7/23/18	289	201807	320-57200-46000			*	11.52		
			20 AMP BREAKER								
		7/30/18	291	201807	320-57200-49400			*	230.16		
			SPCIAL EVNTS-ADULT SOCIAL								
		8/01/18	290	201808	320-57200-46601			*	595.00		
			AUG 18-JANITORIAL SVCS								
		8/01/18	290	201808	320-57200-45105			*	3,956.50		
			AUG 18-FACILITY MGMT SVCS								
		8/07/18	292	201807	320-57200-45105			*	656.00		
			RENTAL ATTENDANT-07/29/18								
		8/07/18	293	201808	320-57200-45106			*	1,060.00		
			FACILITY ASSISTANT-08/02								
						RIVERSIDE MANAGEMENT SERVICES INC.				6,684.68	002158
8/24/18	00081	7/31/18	151105	201807	310-51300-31500			*	2,631.00		
			JUL 18-LEGAL SERVICES								
						BILLING, COCHRAN, LYLES, MAURO & RAMSE				2,631.00	002159
8/24/18	00116	7/25/18	50661	201807	320-57200-46000			*	80.00		
			BACKFLOW TEST								
						BOB'S BACKFLOW & PLUMBING SERVICES				80.00	002160
8/24/18	00020	8/05/18	91468	201808	320-57200-46800			*	715.00		
			LAKES 1-8 AT YELLOW BLUFF								
						CLEAR WATERS INC				715.00	002161
8/24/18	00018	8/10/18	M19454	201807	320-57200-46400			*	2,616.75		
			JUL 18-POOL SERVICE								
						CRYSTAL CLEAN POOL SERVICE, INC				2,616.75	002162
8/24/18	00052	8/08/18	6384	201807	320-57200-46201			*	700.00		
			CUT DOWN & REM.TREES								
						LAWNBOY LAWN SERVICES, INC.				700.00	002163
8/24/18	00064	8/01/18	32061509	201808	320-57200-46200			*	242.50		
			LAWN PROGRAM 08/01/18								
						NADER'S PEST RAIDERS				242.50	002164

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/24/18	00077	8/16/18	0687-916	201809	320-57200-43200			REPUBLIC SERVICES #687	*	194.76	194.76	002165
SEP 18-REFUSE SERVICES												
9/07/18	00017	8/14/18	90475760	201808	320-57200-41000			AT&T	*	137.65	137.65	002166
AUG 18 - PHONE SERVICES												
9/07/18	00030	8/25/18	0906133-	201808	320-57200-41050			COMCAST	*	263.31	263.31	002167
AUG 18 - INTERNET SERVICE												
9/07/18	00129	8/14/18	BK8DQR7A	201808	320-57200-49100			CONSTANT CONTACT	*	459.00	459.00	002168
AUG 2018 - SERVICES												
9/07/18	00018	7/12/18	M19159	201806	320-57200-46400			CRYSTAL CLEAN POOL SERVICE, INC	*	2,380.75	2,380.75	002169
JUN 2018 - POOL SERVICES												
9/07/18	00012	9/04/18	18-06939	201809	310-51300-48000			DAILY RECORD	*	78.19	78.19	002170
NOTICE OF MEETING 9/13/18												
9/07/18	00034	8/30/18	7554	201808	300-15500-10000			EGIS INSURANCE ADVISORS, LLC	*	19,764.00	19,764.00	002171
FY2019 INSURANCE												
9/07/18	00052	9/04/18	6409	201808	320-57200-46200			LAWNBOY LAWN SERVICES, INC.	*	3,950.00	3,950.00	002172
AUG 2018 - LAWN MAINT												
9/07/18	00046	8/13/18	294	201808	320-57200-46000			RIVERSIDE MANAGEMENT SERVICES INC.	*	146.25	146.25	002173
SVC CALL TENNIS COURT 8/8												
										TOTAL FOR BANK A	96,748.04	
										TOTAL FOR REGISTER	96,748.04	