Durbin Crossing Community Development District

JANUARY 23, 2023

AGENDA

Durbin Crossing Community Development District

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

January 16, 2023

Board of Supervisors Durbin Crossing Community Development District Staff Call In #: 1-877-304-9269; Code 5818716

Dear Board Members:

The Durbin Crossing Community Development District Board of Supervisors Meeting is scheduled for **Monday, January 23, 2023 at 6:00 p.m.** at the Durbin Crossing South Amenity Center, 145 South Durbin Parkway, St. Johns, Florida 32259.

Following is the agenda for the meeting:

- I. Pledge of Allegiance
- II. Roll Call
- III. Audience Comments
- IV. Approval of Consent AgendaA. Approval of Minutes of the December 19, 2022 Meeting
 - B. Balance Sheet and Statement of Revenues & Expenses
 - C. Assessment Receipt Schedule
 - D. Check Register
- V. Public Hearing for the Purpose of Adopting Revised Suspension and Termination Rules; Consideration of Resolution 2023-04
- VI. Ratification of Agreement for Amenity Management Services with Vesta for FY23
- VII. Consideration of Proposals for Pool Repairs (to be provided under separate cover)
- VIII. Discussion of Borland Grover Site Plan and Effects on District

- IX. Discussion of Athletic Field Usage
- X. Consideration of Swim Team Agreement
- XI. Discussion of Patriot Oaks Tennis Team Court Usage
- XII. Discussion of Aquatic Maintenance Services Agreement with Solitude Lake Management, LLC
- XIII. Staff Reports A. Landscape & Irrigation Maintenance Team - Report
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 - E. General Manager Report
 - F. Operations Manager Report
 - G. Amenity Manager Report
- XIV. Supervisors' Request and Audience Comments
- XV. Next Scheduled Meeting February 27, 2023 at 6:00 p.m. at the Durbin South Amenity Center
- XVI. Adjournment

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

Sincerely,

Daniel Laughlin

Daniel Laughlin District Manager FOURTH ORDER OF BUSINESS

A.

Minutes of Meeting Durbin Crossing Community Development District

The regular meeting of the Board of Supervisors of the Durbin Crossing Community Development District was held Monday, December 19, 2022 at 6:00 p.m. at the Durbin South Amenity Center, 145 South Durbin Parkway, Jacksonville, Florida.

Present and constituting a quorum were:

Peter E. Pollicino Sarah Gabel Hall Jason Harrah William Clarke Shalene B. Estes Chairman Supervisor Supervisor Supervisor by telephone Supervisor

Also present were:

Daniel Laughlin Mike Eckert George Katsaras Margaret Alfano Zach Davidson District Manager District Counsel District Engineer by telephone Vesta/Amenity Services Group Vesta/Amenity Services Group

The following is a summary of the discussions and actions taken at the December 19, 2022 meeting.

Roll Call

FIRST ORDER OF BUSINESS

Pledge of Allegiance

Mr. Laughlin called the meeting to order.

SECOND ORDER OF BUSINESS

Mr. Laughlin called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the November 28, 2022 Meeting
- B. Balance Sheet and Statement of Revenues and Expenses
- C. Assessment Receipt Schedule
- D. Check Register

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the consent agenda items were approved.

FIFTH ORDER OF BUSINESS Discussion of Pool Surface Delamination

Mr. Eckert stated the construction litigation counsel you hired did serve Epic with a 558 notice, which is a construction defect notice, that is a precursor to any kind of legal action that the board would file against the pool contractor. They have the ability to make offers to restore and things of that nature that are outlined in the actual letter. At this point in time there is nothing else we are asking you to do in relation to that letter, however the actual reconstruction of the pool shell we do need to talk about. I looked at our competitive thresholds, I believe the complete removal and replacement of the entire pool shell would constitute "reconstruction" and not "maintenance" or "repair" under the definitions provided in 255.20 and Chapter 287. Therefore, the applicable bidding threshold for that project would be \$461,674.40 and that means if the anticipated cost is under that number, we don't have to advertise and get competitive bids. However, in the event this were to end up in litigation someday it is to our advantage to at least undergo some sort of competitive process. We are looking for the board to adopt a motion to authorize staff to solicit proposals for that work in the manner that staff deems appropriate based on the guidance from your construction attorney.

Mr. Harrah stated we will get three quotes.

Mr. Eckert stated we plan to request three to four quotes, whether we get them or not is a different issue and we will get them to Margaret and Daniel, and they will come before this board for you to vote on whether or not you want to hire a company to do that reconstruction project in the event that nothing is resolved with Epic.

Mr. Harrah asked if they don't cure and we do it, then we would track all costs and that would be part of the litigation?

Mr. Eckert stated that is correct.

Ms. Hall asked is it possible that Epic is going to come back and repair it?

Mr. Eckert stated it is possible that they may offer to do that under the 558 notice. It would be best to look at the 558 letter and reach out to Matt Davis directly with any follow-up questions.

Mr. Pollicino asked in the event that Epic does come back with some type of settlement offer between now and the next meeting, are you going to authorize me to make that decision?

Mr. Eckert stated we could do that or have a special meeting with 10-12 days' notice.

On MOTION by Mr. Pollicino seconded by Ms. Estes with all in favor staff was authorized to get proposals to reconstruct the pool shell and other needed repairs.

Mr. Harrah stated I feel like we need a meeting with that attorney.

Mr. Eckert stated you can have a shade session but only after litigation is filed and there has not been any litigation filed yet.

Mr. Harrah stated my concern is if they reply and say we will fix it, is there proof that something is going to be done differently?

Mr. Eckert stated they are supposed to provide a proposal pursuant to this letter and how that actually works out, a lot of times there will be a settlement agreement that includes the different terms and specifications. I would follow-up with Matt Davis on the specifics because he is the expert in this area.

Mr. Harrah asked is it your advice to delegate that to the chairman or hold a special meeting?

Mr. Eckert stated either one the board is comfortable with. It is about 12 days' notice if we need to have another meeting. There are a wide range of things that could come out of this letter, I just don't know what they would be.

Mr. Laughlin stated maybe we can have a motion to authorize the chair and if we get more information, we can call a special meeting.

Mr. Eckert stated by the time we get their response it may be time for our next meeting.

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the chair was authorized to move forward with Epic Pools repair decision but in the event it is more complex, a special meeting will be called. Mr. Eckert stated we will keep the board updated along the way.

SIXTH ORDER OF BUSINESS Discussion of Borland Grover Site Plan and Effects on District

Mr. Laughlin stated a copy of the site plan was included in the agenda package.

Ms. Estes stated I confirmed with the county where they were with their two applications, they do have construction plans in for review and they still have open comments.

Mr. Laughlin stated last week someone reached out to me about the assessments and have they been paid and how they will be paid going forward.

Ms. Estes stated I would like to get George to help us find out if they were asked to do a signalization warrant study and/or if it is proper placement. I know there is a 660-foot requirement for them to be able to put another signal. But if a warrant study is being asked to do done that would dictate what happens there.

Mr. Harrah stated I think for due diligence we should put it in writing. Should we not express our concerns to the county?

Ms. Estes stated I believe we should.

Mr. Harrah asked is that something you feel comfortable putting together and give to George?

Mr. Laughlin stated I can do that.

Mr. Harrah stated we need to put it on record and copy the county engineer, public works direction and Commissioner Whitehurst.

Mr. Eckert stated all we can do to be clear is raise the concerns and it is up to them. What I'm hearing is that Ms. Estes will work with Daniel and George to address the questions and concerns and put it in writing and send it out.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-03 Setting a Public Hearing for the Purpose of Adopting Revised Suspension and Termination Rules

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor Resolution 2023-03 setting a public hearing for January 23, 2023 at 6:00 p.m. was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert stated at the last meeting you asked me to review the DRI order to see if that community park sign on the column that is damaged could be removed. I looked at the DRI order there is nothing in there about signage, however, it does state that the DRI and the land shall be developed in accordance with the application that was submitted with the DRI, the ADA first sufficiency response, the ADA second sufficiency response and the letter from Canin & Associates. I have asked somebody to pull those documents and I will look at them, but there was nothing in the DRI order that specifically addressed the signage. The application a lot of times will have styles and things like that, and I want to make sure it is not required and if it is not required it will come back to this board and you will decide what to do with it.

B. District Engineer

Mr. Katsaras stated we have been working with JEA, Zach and the county on the capacity fee that we discussed at the last meeting for the irrigation meter at the park. We talked to JEA about transferring the capacity fees as long as the meter has the same address as it has now. It has to run up the chain at the county, but Zach has been coordinating with the county to see if they would be agreeable to the meter using the same address. Then we are going to have make sure with the county because I think the county paid for that 4" meter and we need to see if they are in agreement since they are not using the capacity fee or address and see if we can take a transfer and let the CDD use that. We are still working through that, but we made a little bit of progress.

Mr. Clarke joined the meeting by telephone.

C. District Manager

Mr. Laughlin stated I have been working with FEMA and started the process of submitting all the documents, it is about \$13,000.

NINTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – January 23, 2023 @ 6:00 p.m. at the Durbin South Amenity Center

Mr. Laughlin stated the next meeting will be January 23, 2023 at 6:00 p.m. in the same location.

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the meeting adjourned at 6:24 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Durbin Crossing

Community Development District

Unaudited Financial Reporting

December 31, 2022

Durbin Crossing <u>Community Development District</u> Combined Balance Sheet

December 31, 2022

	Go	overnmental Fund T	ypes	Totals
	General	Debt	Capital	(Memorandum Only)
	Fund	Service	Reserve Fund	FY 23
Assets:				
Cash	\$300,838		\$137,892	\$438,729
Investments:				
Series 2017A1				
Reserve		\$1,343,722		\$1,343,722
Revenue		\$855,942		\$855,942
Prepayment		\$558		\$558
Cost of Issuance		\$11,019		\$11,019
Series 2017A2 Term Bond 1				
Reserve		\$132,938		\$132,938
Prepayment		\$3,496		\$3,496
Series 2017A2 Term Bond 2				
Reserve		\$40,000		\$40,000
Prepayment		\$99,764		\$99,764
<u>Operations</u>				
Due from Other	\$1,091			\$1,091
Investment - US bank Custody	\$72,230		\$84,935	\$157,165
Investment - SBA			\$962,636	\$962,636
SBA - Renewal and Replacement			\$157,399	\$157,399
Prepaid Expenses	\$596			\$596
Utility Deposits	\$200			\$200
Total Assets	\$374,954	\$2,487,438	\$1,342,862	\$4,205,254
Liabilities:				
Fund Balances:				
Restricted for Debt Service		\$2,487,438		\$2,487,438
Non-spendable	\$596			\$596
Assigned			\$1,342,862	\$1,342,862
Unassigned	\$374,358			\$374,358
Total Liabilities and Fund Equity	\$374,954	\$2,487,438	\$1,342,862	\$4,205,254

Durbin Crossing Community Development District

General Fund

Statement of Revenues & Expenditures For The Period Ending December 31, 2022

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
	BUDGET	12/31/22	12/31/22	VARIANCE
REVENUES:				
Assessments - Tax Roll	\$2,242,411	\$629,270	\$629,270	\$0
Assessments - Direct	\$19,588	\$9,794	\$9,794	\$0
Interest Income	\$100	\$100	\$319	\$219
Misc Income	\$47,000	\$11,750	\$10,146	(\$1,604)
TOTAL REVENUES	\$2,309,099	\$650,915	\$649,530	(\$1,385)
EXPENDITURES:				
Administrative				
Supervisor Fees	\$11,000	\$2,750	\$2,800	(\$50)
FICA Expense	\$842	\$211	\$214	(\$4)
Assessment Roll Administration	\$5,000	\$5,000	\$5,000	\$0
Engineering Fees	\$13,000	\$3,250	\$1,285	\$1,965
Dissemination Fees	\$7,200	\$1,800	\$1,500	\$300
Attorney Fees	\$50,000	\$12,500	\$9,542	\$2,958
Annual Audit	\$4,200	\$1,050	\$0	\$1,050
Trustee Fees	\$10,800	\$5,000	\$5,000	\$0
Arbitrage	\$1,200	\$300	\$0	\$300
Impact Fee Administration	\$15,000	\$3,750	\$3,750	\$0
Management Fees	\$51,324	\$12,831	\$12,831	\$0
Information Technology	\$1,500	\$375	\$375	\$0
Website Maintenance	\$1,000	\$250	\$250	\$0
Telephone	\$800	\$200	\$135	\$65
Postage	\$2,500	\$625	\$624	\$1
Printing & Binding	\$2,150	\$538	\$122	\$416
Insurance	\$9,432	\$9.432	\$7,810	\$1.622
Legal Advertising	\$2,000	\$500	\$0	\$500
Other Current Charges	\$1,000	\$250	\$0	\$250
Office Supplies	\$150	\$38	\$13	\$25
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenditures	\$190,273	\$60,824	\$51,426	\$9,397
Amenity Center				
Insurance	\$35,082	\$35,082	\$27,829	\$7,253
Repairs & Replacements	\$80,000	\$20,000	\$27,924	(\$7,924)
Recreational Passes	\$2,000	\$500	\$730	(\$230)
Office Supplies	\$7,500	\$1,875	\$1,615	\$260
Permit Fees	\$3,700	\$925	\$409	\$516
<u>Utilities</u>				
Water & Sewer	\$42,000	\$10,500	\$7,657	\$2,843
Electric	\$36,000	\$9,000	\$10,528	(\$1,528)
Cable/Phone/Internet	\$22,000	\$5,500	\$4,693	\$807
Security System	\$1,670	\$418	\$0	\$418

Durbin Crossing Community Development District

General Fund

Statement of Revenues & Expenditures For The Period Ending December 31, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	12/31/22	12/31/22	VARIANCE
Amenity Center Management Contracts Managerial	\$241,582	\$60,395	\$60,395	\$1
Staffing	\$241,582 \$241,133	\$60,283	\$60,395 \$60,280	\$1 \$3
Lifeguards	\$241,133	\$20,693	\$00,280	ء \$20.693
Mobile App	\$2,750	\$688	\$688	\$20,093 (\$0)
Refuse Service	\$7,000	\$1,750	\$1,744	\$6
Pool Chemicals	\$29,000	\$7,250	\$6,161	\$1,089
Special Events	\$30,000	\$7,500	\$7,044	\$457
Holiday Décor	\$15,000	\$14,508	\$14,508	\$0
Pest Control	\$8,000	\$2,000	\$1,357	\$643
Pressure Washing	\$8,500	\$2,125	\$0	\$2,125
Fitness Equipment Maintenance	\$8,500	\$2,125	\$765	\$1,360
Total Amenity Center Expenditures	\$904,188	\$263,116	\$234,326	\$28,790
Grounds Maintenance				
Electric	\$5,708	\$1,427	\$1,351	\$76
Water / Reuse	\$355,000	\$88,750	\$78,334	\$10,416
Streetlighting	\$71,000	\$17,750	\$20,328	(\$2,578)
Lake Maintenance	\$60,500	\$15,125	\$4,300	\$10,825
Landscape Maintenance	\$529,992	\$132,498	\$132,498	\$0
Landscape Contingency	\$60,000	\$15,000	\$11,492	\$3,508
Mulch	\$60,000	\$60,000	\$59,400	\$600
Fuel	\$1,100	\$275	\$317	(\$42)
Irrigation Repairs	\$15,000	\$3,750	\$6,176	(\$2,426)
Capital Reserve	\$54,638	\$0	\$0	\$0
Water Quality Monitoring	\$1,700	\$1,700	\$2,000	(\$300)
Total Grounds Maintenance Expenditures	\$1,214,638	\$336,275	\$316,196	\$20,079
TOTAL EXPENDITURES	\$2,309,099	\$660,214	\$601,949	\$58,266
EXCESS REVENUES/(EXPENDITURES)	\$0	(\$9,300)	\$47,581	\$56,881
Fund Balance - Beginning	\$0		\$327,373	
Fund Balance - Ending	\$0	_	\$374,954	

Durbin Crossing COMMUNITY DEVELOPMENT DISTRICT

General Fund

			S	tatement of R	evenues & Ex	xpenditures							
					cal Year 2023	•							
REVENUES:	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
Assessments - Tax Roll	\$0	\$171,607	\$457,663	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$0	\$0	\$629,270
Assessments - Direct	\$0	\$0	\$9,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,794
Interest Income	\$234	\$51	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$319
Miscelleaneous	\$8,982	\$1,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,146
Interfund Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$9,216	\$172,822	\$467,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,530
EXPENDITURES:													
ADMINISTRATIVE:													
Supervisor Fees	\$1,000	\$1,000	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
FICA Expense	\$77	\$77	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214
Assessment Administration	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering Fees	\$1,285	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,285
Dissemination Fees	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Attorney Fees	\$5,634	\$3,138	\$770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,542
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$5,000	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$5,000
Arbitrage	\$3,000	\$0 \$0	\$0	\$0 \$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3,000
Impact Fee Administration	\$1,250	\$1,250	\$1,250	\$0 \$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3,750
Management Fees	\$1,230	\$4,277	\$4,277	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$12,831
Computer Time	\$4,277	\$4,277	\$4,277	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$12,831 \$375
Website Maintenance	\$125	\$125	\$125	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0		\$0 \$0	\$0 \$0	\$0 \$0	\$250
Telephone	\$83 \$47	\$83 \$51	\$83 \$37	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$250 \$135
Postage	\$54	\$55	\$516	\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$624
Printing & Binding	\$35	\$33	\$54	\$0 \$0	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$122
Insurance	\$35 \$7,810	\$0	\$54 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$122
Legal Advertising	\$7,810	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$7,810
0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Other Current Charges	\$0 \$6	\$0 \$6		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$13
Office Supplies			\$1										
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative Expenditures	\$32,358	\$10,594	\$8,474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,426
Insurance	\$27,829	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,829
Repairs & Replacements	\$8,850	\$10,342	\$8,732	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,924
Recreational Passes	\$0	\$730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$730
Office Supplies	\$282	\$1,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,615
Permit Fees	\$0	\$409	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$409
Utilities													
Water & Sewer	\$1,708	\$2,542	\$3,407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,657
Electric	\$4,580	\$3,470	\$2,478	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,528
Cable/Phone/Internet	\$1,564	\$1,564	\$1,564	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,693
Security System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Contracts													
Managerial	\$20,132	\$20,132	\$20,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,395
Staffing	\$20,093	\$20,093	\$20,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,280
Lifeguards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Durbin Crossing COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures

				Fis	cal Year 2023								
	October	November	December	January	February	March	April	May	June	July	August	September	Total
Mobile App	\$229	\$229	\$229	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$688
Refuse Service	\$558	\$590	\$596	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,744
Pool Chemicals	\$2,198	\$1,765	\$2,198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,161
Special Events	\$1,887	\$4,435	\$722	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,044
Holiday Décor	\$8,473	\$5,551	\$483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,508
Pest Control	\$477	\$402	\$477	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,357
Pressure Washing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Equipment Maintenancne	\$182	\$350	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$765
Total Amenity Center Expendittures	\$99,044	\$73,938	\$61,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,326
Grounds Maintenance													
Electric	\$486	\$450	\$416	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,351
Water / Reuse	\$41,087	\$16,964	\$20,283	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,334
Streetlighting	\$7,298	\$6,914	\$6,116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,328
Lake Maintenance	\$0	\$4,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,300
Landscape Maintenance	\$44,166	\$44,166	\$44,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,498
Landscape Contingency	\$9,146	\$2,346	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,492
Mulch	\$0	\$59,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,400
Fuel	\$159	\$158	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$317
Irrigation Repairs	\$818	\$5,358	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,176
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Quality Monitoring	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Total Grounds Maintenance Expenditures	\$103,161	\$142,054	\$70,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$316,196
TOTAL EXPENDITURES	\$234,563	\$226,586	\$140,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$601,949
EXCESS REVENUES/(EXPENDITURES)	(\$225,347)	(\$53,764)	\$326,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,581

Durbin Crossing

Community Development District

Debt Service Fund 2017 A1 & A2

Statement of Revenues & Expenditures For The Period Ending December 31, 2022

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
	BUDGET	12/31/22	12/31/22	VARIANCE
Revenues:				
Assessments - Tax Roll	\$3,042,590	\$853,237	\$853,237	\$0
Assessments - Direct	\$29,572	\$0	\$0	\$0
Interest Income	\$200	\$200	\$8,834	\$8,634
Total Revenues	\$3,072,362	\$853,437	\$862,071	\$8,634
Expenditures				
<u>Series 2017 A-1</u>				
Interest 11/1	\$555,756	\$555,756	\$555,756	\$0
Interest 5/1	\$555,756	\$0	\$0	\$0
Principal 5/1	\$1,555,000	\$0	\$0	\$0
<u>Series 2017 A-2</u>				
Interest 11/1	\$99,881	\$99,881	\$95,913	\$3,969
Interest 5/1	\$99,881	\$0	\$0	\$0
Principal 5/1	\$155,000	\$0	\$0	\$0
Total Expenditures	\$3,021,275	\$655,638	\$651,669	\$3,969
Excess Revenues (Expenditures)	\$51,087		\$210,402	
Fund Balance - Beginning	\$740,408		\$2,277,036	
Fund Balance - Ending	\$791,495		\$2,487,438	
0				

Durbin Crossing Community Develoment District Capital Reserve Funds Statement of Revenues & Expenditures For The Period Ending December 31, 2022

Revenues:	ADOPTED BUDGET	PRORATED BUDGET 12/31/2022	ACTUAL 12/31/2022	VARIANCE
<u>nevenues.</u>				
Capital Reserve Funding - Transfer In	\$54,638	\$0	\$0	\$0
Miscellaneous Revenue/Interest	\$10,000	\$10,000	\$12,735	\$2,735
Impact Fees	\$0	\$0	\$8,467	\$8,467
Total Revenues	\$64,638	\$10,000	\$21,202	\$11,202
Expenditures				
Capital Outlay	\$150,000	\$150,000	\$184,183	(\$34,183)
Repair/Replacements	\$100,000	\$25,000	\$25,914	(\$914)
Total Expenditures	\$250,000	\$175,000	\$210,097	(\$35,097)
Excess Revenues (Expenditures)	(\$185,362)	(\$165,000)	(\$188,894)	(\$23,894)
Fund Balance - Beginning	\$1,399,322		\$1,531,757	
Fund Balance - Ending	\$1,213,960		\$1,342,862	

Durbin Crossing

Community Development District

Long Term Debt Report

Series 2017A-1 Special Assessment Refunding Bo	nds
Interest Rate:	Various
Maturity Date:	5/1/2037
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$1,343,722
Reserve Fund:	\$1,343,722
Bonds outstanding - 3/31/17	\$37,825,000
Less: May 1, 2017 (Prepayment)	(\$40,000)
Less: May 1, 2018	(\$1,415,000)
Less: May 1, 2018 (Prepayment)	(\$10,000)
Less: November 1, 2018 (Prepayment)	(\$15,000)
Less: May 1, 2019	(\$1,445,000)
Less: May 1, 2019 (Prepayment)	(\$25,000)
Less: November 1, 2019 (Prepayment)	(\$145,000)
Less: May 1, 2020	(\$1,465,000)
Less: May 1, 2020 (Prepayment)	(\$25,000)
Less: November 1, 2020 (Prepayment)	(\$25,000)
Less: May 1, 2021	(\$1,495,000)
Less: November 1, 2021 (Prepayment)	(\$195,000)
Less: May 1, 2022	(\$1,515,000)
Current Bonds Outstanding	\$30,010,000

Interest Rate:	5.00% -6.259
Maturity Date:	5/1/203
Reserve Fund Definition:	50% MAD
Reserve Fund Requirement:	\$172,938
Reserve Fund:	\$172,938
Bonds outstanding - 3/31/17	\$4,580,000
Less: May 1, 2018	(\$130,000
Less: May 1, 2018 (Prepayment)	(\$170,000
Less: November 1, 2018 (Prepayment)	(\$10,000
Less: May 1, 2019	(\$130,000
Less: May 1, 2019 (Prepayment)	(\$25,00
Less: November 1, 2019 (Prepayment)	(\$20,00
Less: May 1, 2020	(\$140,00
Less: May 1, 2020 (Prepayment)	(\$65,00
Less: May 1, 2021	(\$145,00
Less: May 1, 2021 (Prepayment)	(\$40,00
Less: November 1, 2021 (Prepayment)	(\$20,00
Less: May 1, 2022	(\$150,00
Less: May 1, 2022 (Prepayment)	(\$95,00
Current Bonds Outstanding	\$3,440,00



DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2023 Summary of Series 2017A1-2 & O&M Assessment Receipts

		ASS	ESSED			RECEIVED				
										DATE O&M
	# UNITS	SERIES 2017A1-		TOTAL NET		SERIES 2017A1-		TOTAL ASMTS		PAID
ASSESSED TO	ASSESSED	2 DEBT NET	O&M NET	ASMTS		2 DEBT PAID	O&M PAID	PAID	BALANCE DUE	THROUGH
DURBIN CROSSING PROPERTIES, LLC VILLAGE CTR T COMM. (44,561	29,572.19	19,588.37	49,160.56		-	9,794.19	9,794.19	39,366.37	
NET ASSESSMENTS DIRECT BILL	44,561	29,572.19	19,588.37	49,160.56		-	9,794.19	9,794.19	39,366.37	
NET ASSESSMENTS TAX ROLL	101,916	3,025,303.86	2,231,190.29	5,256,494.15		853,237.09	629,270.43	1,482,507.52	3,773,986.63	
TOTAL DISTRICT	146,477	3,054,876.05	2,250,778.66	5,305,654.71		853,237.09	639,064.62	1,492,301.71	3,813,353.00	
DIRECT BILL % COLLECTED		0%	50%	20%						
TAX ROLL % COLLECTED		28%	28%	28%						

28%

28%

28%

(1) Bulk land owners are on a payment plan. O&M Installments due 50% due 12/1, 25% due 2/1, and 25% due 5/1.

Debt Service is due 75% 4/1 and 25% 9/30

TOTAL % COLLECTED

Units include 144,153 square feet of Commercial/Retail/Office

		EADT INADDAU DIEWA	MUSTIF DISTNCT	
DETAIL OF	TAX ROLL RECE	IPTS		
ST JOHNS COUNTY DISTRIBUTION	DATE	AMOUNT	DEBT	O&M
1	11/2/2022	15,773.00	9,077.94	6,695.06
2	11/17/2022	175,865.65	101,217.09	74,648.56
3	11/28/2022	212,653.89	122,390.06	90,263.83
4	12/12/2022	482,011.26	277,415.04	204,596.22
5	12/15/2022	596,203.72	343,136.96	253,066.76
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			_	
				_
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		1,482,507.52	853,237.09	629,270.43

D.

Durbin Crossing Community Development District

<u>Check Run Summary</u> 12/1/2022 thru 12/31/2022

Fund	Date	Check No.	Amount		
General Fund					
Payroll	12/22/22	50767-50771	\$923.50		
			Sub-Total	\$	923.50
Accounts Payable					
	12/2/22	6396-6400	\$2,077.21		
	12/15/22	6401-6405	\$94,429.00		
	12/21/22	6406-6433	\$177,732.24		
			Sub-Total	\$27	74,238.45
pital Reserve Fund					
•	12/21/22	217-218	\$195,512.16		
			Sub-Total	\$19	95,512.16
esta Wells Fargo Credit Ca	·d*				
	12/28/22	November Purchases	\$4,658.41		
			Sub-Total	\$	4,658.41
otal				\$47	5,332.52

*Wells Fargo Credit Card Invoices available upon request

PR300R	PAYROLL CHECK REGISTER	RUN 12/22/22 PAGE 1
CHECK EMP ; #	EMPLOYEE NAME	CHECK CHECK AMOUNT DATE
50767 1	SARAH G HALL	184.70 12/22/2022
50768 1	JASON S HARRAH	184.70 12/22/2022
50769	PETER E POLLICINO	184.70 12/22/2022
50770 1	SHALENE B ESTES	184.70 12/22/2022
50771 1	WILLIAM H CLARKE	184.70 12/22/2022

TOTAL FOR REGISTER

923.50

DURB DURBIN CROSS DLAUGHLIN

and the second second

ATTENDANCE SHEET

District:	Durbin C	Crossing CDD		
Meeting Date:	Decem	ber 19, 2022		
	Supervisor	In Attendance	Fees	
1.	William Clarke Assistant Secretary	X	\$200	
2.	Peter Pollicino Chairman	X	\$200	
3.	Sarah Gabel Hall Assistant Secretary	X	\$200	
4.	Shalene B. Estes Assistant Secretary	X	\$200	
5.	Jason Harrah Vice Chairman	X	\$200	

District Manager:

Docusigned by: Dariel Laughlin B48FC211DC1144D....

PLEASE RETURN COMPLETED FORM TO BERNADETTE PEREGRINO

AP300R *** CHECK DATES	12/01/20:	YEAR-TO-DATE # 22 - 12/31/2022 *** DI B#	ACCOUNTS PAYABLE PREPAID/COMPUTER JRBIN CROSSING - GENERAL FUND ANK A GENERAL FUND	CHECK REGISTER	RUN 1/11/23	PAGE 1
CHECK VEND# DATE	DATE	DICEEXPENSED TO INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
12/02/22 00053	11/18/22	84683 202211 320-53800-4	15508	*	242.40	
		NOV REFUSE NORTH	GREEN FOR LIFE ENVIRONMENTAL			242.40 006396
12/02/22 00053	11/18/22	84684 202211 320-53800-4 NOV REFUSE SOUTH	15508	*	353.47	
			GREEN FOR LIFE ENVIRONMENTAL			
12/02/22 00109		13129561 202212 320-53800-4 DEC POOL CHEM NORTH				
	11/02/00		POOLSURE 		649.00	
12/02/22 00098	11/23/22	12810090 202212 320-53800-4 CHRISTMAS EVENT	±2211	'n	649.00	<pre></pre>
			PROGRESSIVE ENTERTAINMENT INC			649.00 006399
12/02/22 00371	10/31/22	2936006 202210 320-53800-4 OCT PEST CONTROL	45513	*	75.00	
			TRUTECH LLC			75.00 006400
12/15/22 00021	12/01/22	503 202212 310-51300-3 DEC MANAGEMENT FEES	34000	*	4,277.00	
	12/01/22	503 202212 310-51300-5	55000	*	83.33	
	12/01/22	DEC WEBSITE ADMIN 503 202212 310-51300-3		*	125.00	
	12/01/22	DEC INFORMATION TECH 503 202212 310-51300-3		*	1,250.00	
	12/01/22	DEC IMPACT FEE 503 202212 310-51300-3	31300	*	500.00	
	12/01/22	DEC DISSEMINATION SERVICE 503 202212 310-51300-5	51000	*	.78	
		OFFICE SUPPLIES 503 202212 310-51300-4		*	41.04	
		POSTAGE 503 202212 310-51300-4		*	54.00	
		COPIES 503 202212 310-51300-4		*	36.93	
		TELEPHONE	GOVERNMENTAL MANAGEMENT SERVICE	IS		6,368.08 006401
		13129561 202212 320-53800-4			1,440.73	
12/13/22 00109	14/41/44	DEC POOL CHEM SOUTH	POOLSURE		1,440.75	1 440 72 006400
		TH73300 202212 320-53800-4 WATER QUALITY REPORT	46910	*	2,000.00	
			TERRACON CONSULTANTS, INC			2,000.00 006403

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/11/23 PAGE 2
*** CHECK DATES 12/01/2022 - 12/31/2022 *** DURBIN CROSSING - GENERAL FUND
BANK A GENERAL FUND
CHECK VEND# INVOICE EXPENSED TO VENDOR NAME STATUS AMOUNT CHECK

CHECK VEND# DATE	DATE INVOICE.	DICE YRMO	PENSED TO DPT ACCT#	SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT	· · · · · #
12/15/22 00252					2	*	8,820.56		
	NOV 11/01/22 4037	202211	L 320-53800-	-45517	,	*	5,292.33		
	11/01/22 4037		L 320-53800-		1	*	6,018.73		
	11/01/22 4037	747 202211	MANAGER L 320-53800-		,	*	1,937.07		
	11/01/22 4037	/ JANITORIAI /47 202211	L 320-53800-	-45505	i	*	2,783.14		
	11/01/22 4037	747 202211	SERVICES 1 320-53800-	-45515	i	*	5,222.19		
	11/01/22 4037	7 FAC MONITC 747 202211	L 320-53800-	-45503		*	6,382.67		
	11/01/22 4037	47 202211	DANT L 320-53800-		1	*	229.17		
	11/01/22 4037					*	3,768.33		
	NOV	/ MAINTENANC	CE TECHS	VES	TA PROPERTY SERVICES, INC.			40,454.19 0	06404
12/15/22 00382	11/01/22 JAX	4548 202211	L 320-53800-	46200	TA PROPERTY SERVICES, INC.	*	44,166.00		
	NOV	/ LANDSCAPE	MAINIENANCE	YEI	LOWSTONE LANDSCAPE			44,166.00 0	06405
12/21/22 00387	11/28/22 788 REE	202211	L 320-53800-	-44200		*	1,682.00		
	KE:	AIR PUSI IS	15 S DURBIN	JOS	UA D THRIFT			1,682.00 0	06406
12/21/22 00349				-46211	· · · · · · · · · · · · · · · · · ·	*	59,400.00		
	INC	STALL MULCH		COL	IR VALANT LLC			59,400.00 0	06407
12/21/22 00173	11/03/22 WO-3 PRE	36285 202211	L 320-53800-	-45516		*	119.95		
	PRE	SVENIIVE MAI	LINIEINANCE	FIF	ST PLACE FITNESS EQUIPMENT			119.95 0	06408
12/21/22 00367	12/02/22 8656	5 202212	2 320-53800-	-44200		*	350.00		
	1112	SIALL GFI IC	JWER	HOW	NARD ELECTRICAL SERVICES, INC			350.00 0	06409
12/21/22 00388	11/10/22 1287 ACC	202211	L 320-53800-	-44300		*	730.00		
	ACC	LOS CONIROL	I CARD 200	IT	SYSTEMS OF JACKSONVILLE			730.00 0	06410
12/21/22 00388	12/09/22 1306	202212 PAIR MAINTEN	2 320-53800-	-44200		*	2,557.00		
	K.E.E	AIG MAINIEN	NAINCE	IT	SYSTEMS OF JACKSONVILLE			2,557.00 0	06411

AP300R YEAR-TO-DATE ACC *** CHECK DATES 12/01/2022 - 12/31/2022 *** DURB BANK	OUNTS PAYABLE PREPAID/COMPUTER CHE IN CROSSING - GENERAL FUND A GENERAL FUND	CK REGISTER	RUN 1/11/23	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
12/21/22 00370 12/13/22 3154247 202211 310-51300-315 NOV GENERAL COUNSEL	00	*	3,137.65	
KI K	UTAK ROCK LLP			3,137.65 006412
12/21/22 00275 12/08/22 1749 202212 320-53800-442 REPAIR PALM TREE	00	*	125.00	125.00 006413
12/21/22 00386 12/12/22 75539 202212 310-51300-315				
LEGAL FEE POOL RESURFACE	ASKERT DIVERS THOMPSON			770.00 006414
12/21/22 00381 11/11/22 89424615 202211 320-53800-442	0.0	*	625 00	
SNAKE DRAIN LINE SI	NYDER A/C, PLUMBING & ELECTRIC			625.00 006415
12/21/22 00381 12/13/22 91408794 202212 320-53800-442	00		1,800.00	
INSTALL VERT RISER PIPE SI	NYDER A/C,PLUMBING & ELECTRIC			1,800.00 006416
12/21/22 00283 12/08/22 PSI-3611 202212 320-53800-468	00		4,300.00	
DEC LAKE MAINTENANCE	OLITUDE LAKE MANAGEMENT LLC			4,300.00 006417
12/21/22 00101 12/14/22 12142022 202212 310-51300-4200 2022 NOTICE POSTAGE		*		
ZUZZ NOTICE POSTAGE S'	T. JOHNS COUNTY TAX COLLECTOR			474.66 006418
12/21/22 00243 11/28/22 10215 202211 320-53800-4623 FERTILIZATION OF PALMS		*	1,860.00	
	REE TECH TREE SERVICE INC			1,860.00 006419
12/21/22 00371 12/14/22 3017512 202212 320-53800-455 ARMADILLO TREATMENT		*	75.00	
	RUTECH LLC			75.00 006420
12/21/22 00066 12/07/22 20506998 202212 320-53800-455 DEC PEST CONTROL NORTH	13	*		
				71.66 006421
12/21/22 00066 12/07/22 20506999 202212 320-53800-455 DEC PEST CONTROL SOUTH		*	88.20	
	URNER PEST CONTROL			88.20 006422
12/21/22 00066 12/07/22 20507879 202212 320-53800-455 DEC PEST CONTROL SOUTH	13	*	104.74	
	URNER PEST CONTROL			104.74 006423

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID *** CHECK DATES 12/01/2022 - 12/31/2022 *** DURBIN CROSSING - GENERAL BANK A GENERAL FUND)/COMPUTER CHECK REGISTER RUN 1/1 L FUND	./23 PAGE 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAM DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	ME STATUS AM	DUNTCHECK AMOUNT #
12/21/22 00066 12/07/22 20507880 202212 320-53800-45513 DEC PEST CONTROL NORTH	* 13	'.81
DEC PESI CONTROL NORTH TURNER PEST CONTROL 12/21/22 00252 10/31/22 404337 202210 320-53800-44200		137.81 006424
12/21/22 00252 10/31/22 404337 202210 320-53800-44200	* 20	3.07
POOL SUPPLIES 10/31/22 404337 202210 320-53800-44200	* 61	9.99
MAINTENANC SUPPLIES 10/31/22 404337 202210 320-53800-44200	* 3).87
MAINTENANCE SUPPLIES 10/31/22 404337 202210 320-53800-45511	* 4	
SPECIAL EVENTS 10/31/22 404337 202210 320-53800-45511	* 11	7.90
SPECIAL EVENTS 10/31/22 404337 202210 320-53800-44200	* 24	04
MAINTENANCE SUPPLIES 10/31/22 404337 202210 320-53800-44200	* 10).71
MAINTENANCE SUPPLIES 10/31/22 404337 202210 320-53800-47100	* 28	7.56
HOLIDAY DECOR 10/31/22 404337 202210 320-53800-45511	* 18	88
SPECIAL EVENTS 10/31/22 404337 202210 320-53800-45511	* 9	1.28
SPECIAL EVENTS 12/21/22 00252 11/30/22 405474 202211 320-53800-45511	ES, INC.	1,369.08 006425
12/21/22 00252 11/30/22 405474 202211 320-53800-45511	* 1,78	.28
HOLIDAY DECOR 11/30/22 405474 202211 320-53800-47100	* 2,32	5.38
HOLIDAY DECOR 11/30/22 405474 202211 320-53800-44200	* 2,32	2.70
MAINTENANCE SUPPLIES 11/30/22 405474 202211 320-53800-46310	* 5	5.41
FUEL 11/30/22 405474 202211 320-53800-44600	* 1,00	5.79
OFFICE SUPPLY VESTA PROPERTY SERVICE	ES, INC.	7,494.56 006426
12/21/22 00252 12/01/22 404953 202212 320-53800-45502	* 8,82	.56
GENERAL MANAGER 12/01/22 404953 202212 320-53800-45517	* 5,29	1.33
FACILITY EVENT MANAGER 12/01/22 404953 202212 320-53800-46000	* 6,01	5.73
OPERATIONS MANAGER 12/01/22 404953 202212 320-53800-45507 JANITORIAL SERVICES	* 1,93	.07

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK R *** CHECK DATES 12/01/2022 - 12/31/2022 *** DURBIN CROSSING - GENERAL FUND BANK A GENERAL FUND	EGISTER RUN 1/11/	23 PAGE 5
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STA DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	TUS AMOU	NTCHECK AMOUNT #
12/01/22 404953 202212 320-53800-45505	* 2,783.	14
POOL MAINTENANCE 12/01/22 404953 202212 320-53800-45515	* 5,222.	19
FACILITY MONITOR 12/01/22 404953 202212 320-53800-45503 FACILITY ATTENDANT	* 6,382.	67
12/01/22 404953 202212 320-53800-45210	* 229.	17
MOBILE APP 12/01/22 404953 202212 320-53800-45518 MAINTENANCE TECH	* 3,768.	33
VESTA PROPERTY SERVICES, INC.		40,454.19 006427
12/21/22 00354 11/30/22 C33599 202211 320-53800-44200 RPLCD FILTER & INSPECT	* 252.	
WEATHER ENGINEERS, INC.		252.00 006428
12/21/22 00323 11/22/22 12820 202211 320-53800-45516		
DISINFECTANT WIPES WIPES.COM		230.20 006429
12/21/22 00382 11/29/22 JAX 4635 202211 320-53800-46400	* 3,697.	16
IRRIGATION REPAIRS YELLOWSTONE LANDSCAPE		3,697.16 006430
12/21/22 00382 11/29/22 JAX 4635 202211 320-53800-46400	* 1,216.	38
IRRIGATION REPAIRS YELLOWSTONE LANDSCAPE		1,216.38 006431
12/21/22 00382 11/30/22 JAX 4666 202211 320-53800-46400	* 444.	00
IRRIGATION REPAIRS YELLOWSTONE LANDSCAPE		444.00 006432
12/21/22 00382 12/01/22 JAX 4697 202212 320-53800-46200	* 44,166.	
DEC LANDSCAPE MAINTENANCE YELLOWSTONE LANDSCAPE		44,166.00 006433
TOTAL FOR BANK A		
TOTAL FOR REGISTER	274,238.	45

GFL Environmental P: (904) 760-5880

JacksonvilleFL@gflenv.com

environmental

CUSTOMER NO. INVOICE NO. INVOICE DATE DUE DATE TOTAL AMOUNT DUE **REFERENCE NO.**

UG-103588 UG0000084683 11/18/2022 Due Upon Receipt \$242.40

DURBIN CROSSING CDD NORTH 475 W TOWN PL STE 114 SAINT AUGUSTINE, FL 32092-3649 ╷╷┎╷┹┫╢┫╘╷┲╡╢┫╓┥┙╡┫╝┫╝**┥╝┟╹┙╢╓╧┙╖╗╝╝╝╝╝╝╝╝**╝

AMOUNT OF REMITTANCE \$

00555193060000846830010358800000000242402

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
	(0001) DURBIN CROSSING NORTH 730 N DURBIN PKWY , SAINT JOHNS FL				
	Serv #001 COMM FL WASTE PERM 4YD				
18 - Nov	TRASH STANDARD SERVICE Dec 01/22 - Dec 31/22		\$146.66	1.00	\$146.6
18 - Nov	FUEL SURCHARGE				\$81.9
18 - Nov	ST JOHN CM FRAN FEE 5% at 5.000% on \$146.66				\$7.3
	SITE TOTAL				\$235.9
18 - Nov	(0000) ADMIN FEE	56149283			\$6.5
	(320 55)	00 7>200 TET/ NOU RET	A BELF	DORIH	\$6.5
	NOV 2 8 20				
				anna a chuinn an a	
Notes:					

56-14881

REMIT TO:

GFL Environmental PO BOX 555193 **DETROIT MI 48255-5193**

	-				
CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL	TOTAL INVOICE \$242.40
\$242.40	\$0.00	\$0.00	\$0.00	\$242.40	IUIAL INVOICE

assult to meve on the reverse size ightarrow

INVOICE NO. UG0000084683

\$

GFL Environmental P: (904) 760-5880 JacksonvilleFL@gflenv.com

CUSTOMER NO.	
INVOICE NO.	
INVOICE DATE	
DUE DATE	
TOTAL AMOUNT DUE	
REFERENCE NO.	

UG-103589 UG0000084684 11/18/2022 Due Upon Receipt **\$353.47**

AMOUNT OF REMITTANCE

00555193060000846840010358900000000353478

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
	(0001)				
	DURBIN CROSSING SOUTH				
	145 S DURBIN PKWY, SAINT JOHNS FL				
	Serv #001 COMM FL WASTE PERM 6YD				
			\$215.71	1.00	\$215.7
18 - Nov	TRASH STANDARD SERVICE		<i>4215171</i>	2100	+
	Dec 01/22 - Dec 31/22				
18 - Nov	FUEL SURCHARGE				\$120.4
18 - Nov	ST JOHN CM FRAN FEE 5% at 5.000% on \$215.71				\$10.7
	Z2				
	SITE TOTAL	\sim			\$346.9
	(0000) 1320 52900 454	20			+C I
18 - Nov	ADMIN FEE	SC140284			\$6.!
					\$6.5
	SITE TOTAL NOV 2 8 2022				\$0.3
	NON MEHORE South				
				1	

56-14882

Notes:

Due to increased costs, your next invoice may reflect a price increase.

REMIT TO:

GFL Environmental PO BOX 555193 DETROIT MI 48255-5193

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL		\$353.47
\$353.47	\$0.00	\$0.00	\$0.00	\$353.47	TOTAL INVOICE	\$JJJ.47



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

Invoice	Date		12/1/2022
	Invoi	ce #	131295611085
Terms		Net 20	<u>_</u>
Due Date	的复数运行	12/21/2022	
PO #	e actor of the Color of the		

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Bill To Attn: Office Durbin Crossing North 475 West Town Place, Su St. Augustine FL 32092	ite 114	Ship To Durbin Crossing North 730 North Durbin Pkwy Saint Johns FL 32259		, s	<u>1. 4</u>
Item ID	Descriptio	ņ	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate		1	еа	701.24
WM Surcharge	WM Surcharge		1	ea	56.10
	NOV 2 1 2022				
	13205380 DEC 72010	O 45510 CHEMA NORTH			

Subtotal 757.34 Shipping Cost (FEDEX GROUND) 0.00 Total 757.34 Amount Due \$757.34

Customer 13DUR100	Amount Due	\$757.34
	Amount Paid	
Invoice # 131295611085	Make Checks Payable T Poolsure PO Box 55372 Houston, TX 77255-5372	


Total Entertainment Services

Invoice

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

		www.pr	ogressiveent.com			
Invoice date: 11/23/2022		Invoice # 1281009	0	Terms: Due at e	event PO#	
Customer name:	Durbin Crossing (CDD			Event type: Christmas	Event
Billing address:	145 South Durbin	Parkway, Jacksonvi	ille, Fl. 32259			the second se
Original contact person:	Danelle DeMarco	-,	<u>Wk:</u> 904-230-2011	<u>E-mail/ fax:</u>	demarco@vestapropertyse	rvices.com
At event contacts with cell:	and the second sec					
Event date: Saturday - Dec	ember 10, 2022	Hours of event:	4:00- 9:00 pm		Hours of Serv 5 Hrs	Same
Approximate set up time:	Between:	3:00-3:30 pm				
Location name and address:	Same					
Where to set up at location:	Poolside Area				Power within 75:	Yes
Set up-grass or pavement:	PV	Water within 75':		<u>Cove</u>	red area for entertainer:	Yes
Notes:						
SERVICES NEEDED:						
Preffered Customer Discount			Reg. Rate	\$ 749.0	0 Your Cost	\$ 649.00
Heavy Duty Pro Snow Machine v (2 hours is \$349.00, Each additio			Your Savings		0	

320-53800 - 45511 98 12/10/22 DECEIVEN CHEISTINGS EVENT Sub Total: 649.00 \$ Sales Tax: \$ -Invoice Total: \$ 649.00 ŝ 649.00 Balance due at set up **Payments Received Current Balance** 649.00 \$ 8

CANCELLATION. RE-SCHEDULING. INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at leasr 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possesion. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signiture required x Dauther De Marce	Date: 11-25-22
--	----------------

	AYABLE TO:			PLEA		LOW IF PAYING I	BY CREDIT (CARD	
Trutech, LLC PO Box 6849 Marietta, GA 30065 800.842.7296				GARD NUMBER SIGNATURE			P, DATE OUNT PAID		
ADDRES				ACCOUNT NUMB 943400	ER	STATEMENT DA		Balance \$151.81]
Durbin Crossing CDD 475 W Town Pl suite 114 St. Augustine, FL 32092				Trutech, Ll PO Box 68 Marietta, G	49				
0000009434006001000 This Statem	00000000000000000000000000000000000000	ning service(s)) for this m 25. Paymer	onth and any in	nvoices that	lon with your remain unpa		t	
<u></u>	•	State	ement					CKŧ	te
Description .901 Dumfries Ct Saint Johns, /12/2022 Monthly Service	<u>Invoice PO #</u> FL - Zach Davidson 2872010	<u>Amount</u> \$75.00	<u>Тах</u> \$0.00		<u>iustments/</u> Payments \$0.00	<u>Days</u> <u>Old</u> 49	Finance Charge \$1.81	<u>Amo</u> \$76.81	unt PA
elle-sorry I missed you today. The a	armadillo hole is still secu 2936006	re. No signs of a \$75,00	rmadillo act \$0.00	ivity. I sprayed d \$75.00	leterrent thro \$0.00	ughout the per	rimeter of \$0.00	the propert	y a
ello, sorry I missed you today. No s		,	·	·			·	La maria and	
	ontroc		37		NEW 1				
	a slight price incr	ease begibi	aing Aug	ust 2022.			AN	NOUNT DU	<u> </u>
Somecoustomers analy see									

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

Invoice #: 503 Invoice Date: 12/1/22 Due Date: 12/1/22 Case: P.O. Number:

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

Description 1310513,	Hours/Qty Rate	Amount
Management Fees - December 2022 Website Administration - December 2022 Information Technology - December 2022 Impact Fee Collection Administration - December 2022 Dissemination Agent Services - December 2022 Office Supplies Postage Copies U 2 5 Telephone U 2 5 U 2	4,277.0 83.3 125.0 1,250.0 500.0 0.7 41.0 54.0 36.9	3 83.33 0 125.00 0 1,250.00 0 500.00 3 0.78 4 41.04 0 54.00
BY:		
	Total	\$6,368.08
	Payments/Credits	\$0.00
	Balance Due	\$6,368.08

Invoice



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

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			÷		÷.	.	

Date

12/1/2022

Invoice #

131295611086

Terms	Net 20
Due Date	12/21/2022
PO #	

Bill To Durbin Crossing South 475 West Town Place, St St. Augustine FL 32092	uite 114	Ship To Durbin Crossing South Durbin Crossing South 145 South Durbin Pkwy Jacksonville FL 32259	-		
Item ID	Descriptio	n	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	9	1	ea	1,334.01
WM Surcharge	WM Surcharge		1	ea	106.72
	RECEIVED NOV 1 6 20 1 s Reac Chen Sait	BY:			

Subtotal 1,440.73 **Shipping Cost (FEDEX GROUND)** 0.00 Total 1,440.73 Amount Due \$1,440.73

Remittance Slip

Customer 13DUR200

Involce # 131295611086 **Amount Due Amount Paid** \$1,440.73

Make Checks Payable To

Poolsure PO Box 55372 Houston, TX 77255-5372







Jacksonville, FL 904-900-6494

Project:	Durbin Crossing DRI Water Quality Monitoring 2022		REMIT TO:	
	Russell Sampson Road St. Johns, FL	Invoice Number: T	H73300	
То:	Governmental Management Services LLC Attn: Daniel Laughlin 475 W Town PI Ste 114 St Augustine, FL 32092	Terracon Consultants, Inc. PO Box 959673 St Louis, MO 63195-9673 Federal E.I.N.: 42-1249917		
		Project Number: Invoice Date: For Period:	EQ227259 12/01/2022 8/07/2022 to	11/26/2022
	Description			Total

Lump Sum - Water Quality Sampling & Report

Invoice Total \$2,000.00

DEC 0 6 2022 BY: 358 1320538, 4691.

1.320.538.46910



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Invoice

Invoice # Date

Terms

404953

12/1/2022

Net 30

Due Date

Memo

•

12/31/2022 Monthly Fees

Bill To Durbin Crossing C.D.D. c/o GMS LLC 475 West Town Place Suite 114 St. Augustine FL 32092

Description	Quantity	Relie	/A]11(0)0[0]
General Manager 1-320-53800-45502	1	8,820.56	8,820.56
Facility Manager/ Special Event Coordinator 1-320-5380-45517	1	5,292.33	5,292.33
Field Operations Manager 1-320-53800-46000	1	6,018.73	6,018.73
Janitorial Services 1-320-53800-45507	1	1,937.07	1,937.07
Commercial Pool Maintenance 1-320-53800-455-05	1	2,783.14	2,783.14
Facility Monitor 1-320-53800-45515	1	5,222.19	5,222.19
Facility Attendant 1-320-53800-45503	1	6,382.67	6,382.67
Mobile App 1-320-53800-42510	1	229.17	229.17
Maintenance Techs 1-320-53800-45518	1	3,768.33	3,768.33
	2		
	Construction Construction Construction Construction Construction Construction Construction Construction Construction Construction Construction Construction Construction	<u>}</u>	

Thank you for your business.

Total

\$40,454.19



Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



(912) 281-8601 Eastcoastironworkslic@gmail.com 830 Battersea Drive, St. Augustine, FL 32095

Bill To:	Zach Davidson zdavidson@vestapropertyservices:com	Invoice No: Date: Due Date:		71 11/28/20: 11/28/20:
Description		Quantity	Rate	Amour
	st of adding a 81" post, re welding the broken sections, and we cementing the post in the ground at urban, we will also move the brackets to pick the gate back up in its original position creating an equa	1	\$650.00	\$650.04
	st of re welding the broken sections, extending the foot and re cementing the post into the ground. g the hinges to pick the gate back up in its original position creating an equal gap between the two	1	\$600.00	\$600.00
Material Stick of 2" aluminum t Self tapping screws Consumables	ubing	1	\$432.00	\$432.00
*Indicates non-taxable	ritem			
	DEC 1 9 2022 BY:			\$1,682.0 \$1,682.0 \$0.0
	Bi:Balance Due		\$1,6	582.00
	Repair / Rex	slace	,	
Terms and Condition		2000	iltes	
Any modifications afte All deadlines are contir	Papain / Rep Nons Not accepted within 3 business days. It he agreement will be completed with a change order. Ingent against weather, strikes, or accident delay, out of our control. Ingent against weather, strikes, or accident delay, out of our control. Ingent against weather, strikes, or accident delay, out of our control. Ingent against weather, strikes, or accident delay.	387		

BILL TO Durbin Crossing CDD Durbin Crossing CDD Durbin Crossing CDD/HOA 475 W. Townplace Lass South Durbin Parkway St Augustine Fl 32092 St Johns Florida 32259 Zach 1 904 258 2044 INVOICE # DATE TOTAL DUE DUE DATE TERMS Exclosep 4707 11/28/2022 \$59,400.00 11/28/2022 Due on receipt ACTIVITY QTY RATE	R	First Coast 4672 Race Tr St Johns, FL (904)254-536 bobbyk@first	ack Rd 32259	n		Invoice
4707 11/28/2022 \$59,400.00 11/28/2022 Due on receipt		Durbin Crossing C 475 W.Townplace		Durbi 145 S St Jo	outh Durbin 1 hns Florida 3	Parkway 32259
ACTIVITY QTY RATE A				and the second second second second	Due on	EMCLOSED
	CTIVITY				QTY	RATE AMO

\$59,400.00

Installation of brown mulch standard re-fresh depth As per. attached. Map Durbin Crossing CDD/HOA 145 South Durbin Parkway St Johns Florida 32259 Zach 1 904 258 2044 We will cove as much as we can with the allotted amount If we cover all, we will. credit any un used amount We appreciate the opportunity to work with BALANCE DUE you. Let everyone know how great we did by reviewing us on our First Coast Mulch Facebook page. Please let us know if you need anything else.

Mulch 1.320.53800.46211 349



Please note that there is 3% surcharge for all credit card payments.

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Street.	CRASSING STOR	(Karwant)	Sec. 35.	and the second second	and the

Date 11/3/2022

Invoice # 2 WO-36285

Bill T				Ship To 1430 St, Thomas I	sland P	kwy.		
Glen St. C/O Riz 3434 Co	Johns CDD zetta & Company Iwell Ave, Suite 200 FL 33614			St. Augustine, FL.				
904-23	0-2011 MALFAN	NO@vestaprope	ertyservi	l	1			
P.O. No.		Terms				Rep	(LB	
ltem	Description	Qty	Rate	Class		Site	A	mount
\$ 119.95	Strap installed correctly SERVICE:\$119.95 Preventativ Maintenance Fuel Surcharge \$1	a second share the state of the second se	119.95					119.9
SERVICE	Flat Rate Thank you for your support. We truly appreciate your business a look forward to serving you aga For residential customers, if you have already submitted paymen please use this invoice as a rece and disregard amount due other please submit payment by callin 904-998-0738. For commercial customers, please submit this invoice for payment.	nd in, i t ipt wise	0.00					0:0
c	BY:	itene	1	Equip · 320.9	3		45516).
*All orders th	INVOICE TERMS AND CONDI at are canceled will be subject		n alaraha na hising ang		02	Subtotal		\$119.9
7 III, OIGCI3 III	of the value of		oraci /re	Stocking lee of 50	70	Sales Ta	x (7.5%)	\$0.0
unpaid items will be su	ade by Seller are subject to each of the within term bject to a late payment fee computed at the rate of the declaring balance unpaid for more than thirty (one and one-half perce	ent (1-1/2%) po of this invoice	er month (an effective rate of) . Buyer shall pay Seller all cos	eighteen ns of	Total		\$119.9
ion on past due accoun is agreement shall be de f Florida. Any cause of	15, including, but not limited to, reasonable attorne emed for all purposes to been made in Duval Cou f action arising from this contract shall be brought	y's fees, whether or no nty, Florida and shall b	t litigation is co e governed by	ummenced in aid thereof. and construed in accordance w	má Í	Payments/	Credits	\$Q.0
mance occasioned by ea als, breakdowns, delays special order are final a Equipment Inc. has its e discression of First Pl	innic and are not guaranteed. Selfer shall not be it uses beyond its control, including, without familat in carriers or suppliers and governmental Action an and are non-refundable and no-returnable. All non- used written permission that said product may be a see Finess Equipment, Jac.	ion, strikes, lockouts, fi al regulations. special orders are non- returned for credit. An	ites, accidents, refindable and y and all permi	Interruptions in the supply of non-returnable unless First Pl ssion to return product for cre-	dit is at	Ba	lance D \$119.95	Dre
obligation to pay for all Is failure to strictly enfo right to strictly enforce	ree any terms or conditions of this agreement or to such term or condition or exercise such right ther sed from time to time. Any waiver of Buyer's defa	o exercise any right aris reafter. Each right or re	ing berounder omedy granted	shall not constitute a waiver o to Seller hereunder shall be de	f			

Howard Electrical			Invoice
SERVICES INC. 12489 San Jose Blvd Suite 6 Jacksonville, FL 32223		Date 12/2/2022	Invoice # 8656
BW To Zach Davidson			
	P.O. No.	Terms	Due Dáte
Description paired wiring & installed new GFI at tower for Christmas lights	Qty	Rale 350.00	12/2/2022 Amount 350.00
DEC 19 2022			
Repair/Re 1.320	place .53800)),44200	C
	26î		
THANK YOU FOR YOUR BUSINESS. PLEASE MAKE CHECKS PAY/ ELECTRICAL SERVICES, INC.		Total	\$350.00
hone (904)=230-0309 Fax (904)-230-1722 HowardElectric	@Yanoo.com	HowardElectricJax.com	a ECI3007481

ITS Jax		IT Systems of Jac Jacksonville	OICE Assonville LLC 2942 Dawn Rd Florida 32207 United States 1904) 626-5743
BILL TO DURBAN CROSSING Danelle DeMarco 145 S Durbin Pkwy St. Johns, Florida 32259 United States (904) 230-2011 Ddemarco@vestapropertyservices.com		Invoice Number: 1287 Invoice Date: Novemb Payment Due: Novemb Amount Due (USD): \$730.00 Pay Se	ber 25, 2022
Items	Quantity	Price	Amount
ACCESS CARDS ACCESS CONTROL ACCESS CARDS 100 PER CASE 200 TOTAL ORDERED	200	\$3.65	\$730.00
		Total:	\$730.00
Recreational Pa 1.320.5380	sses	Amount Due (USD):	\$730.00
1.320.5380	0.44300	Pay Securely C	
		VISA	DISCOVER Bank Payment
		link.waveapps.com/wy	4d64-n5g62f
Notes / Terms *** A deposit of 50% is required to start. Balance must PECEIVE UEC 19 2022 BY:	t be paid in full upon com	npletion. ***	
Than	k you for this opportunity	/.	

ITS Jax

INVOICE

IT Systems of Jacksonville LLC 2942 Dawn Rd Jacksonville, Florida 32207 **United States**

(904) 626-5743

Invoice Number: 1306 **BILL TO DURBIN CROSSING** Invoice Date: December 9, 2022 Danelle DeMarco 145 S Durbin Pkwy Payment Due: December 24, 2022 St. Johns, Florida 32259 **United States** Amount Due (U\$D): \$2,557.00 (904) 230-2011 Pay Securely Online Ddemarco@vestapropertyservices.com

Items	Quantity	Price	Amount
WIRELESS WEIGAND MODULE Wireless Wiegand module replaced for tennis court access control	1	\$952.00	\$952.00
Card Reader Card reader placed existing damaged reader	1	\$90.00	\$90.00
Gate Mag Lock Exterior Mag Lock direct replacement for lock bad tennis court lock	1	\$585.00	\$585.00
volume control attenuator volume control to replace bad gym volume control within the network rack	t	\$75.00	\$75.00
RCA Splitter 8 way RCA splitter	1	\$60.00	\$60.00
RCA Cables 2 pack RCA cables	1	\$15:00	\$15.00
SVC Service-Installation of tennis court equipment and traublesheating of Emerge software to tennis court	6.5	\$120.00	\$780.00

troubleshooting of Emerge software to tennis court gate. Installation of audio equipment

Repair / Replace 1.320.53800.44200



See page 2

Page 1 of 2 for Involce #1306



KUTAK ROCK LLP

TALLAHASSEE, FLORIDA Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

December 13, 2022

BY

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

Wire Transfer Remit To: ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470 Reference: Invoice No. 3154247 Client Matter No. 6123-1

370 1310 513,, 315,, WOU GEN COUNSEL Mr. Daniel Laughlin Durbin Crossing CDD Governmental Management Services, LLC Suite 114 475 West Town Place St. Augustine, FL 32092

Invoice No. 3154247 6123-1

Re: Durbin Crossing CDD - General

For Professional Legal Services Rendered

11/01/22	K. Haber	0.20	45.00	Correspondence with Alfano regarding aquatic maintenance agreement
11/02/22	K. Haber	0.20	45.00	Review correspondence from Alfano regarding pool resurfacing
11/03/22	K. Haber	0.20	45.00	Review record retention policy resolution
11/04/22	M. Eckert	0.50	167.50	Prepare and participate in conference call regarding pool resurfacing
11/09/22	M. Eckert	0.30	100.50	Prepare for board meeting; attend agenda call
11/09/22	K. Haber	0.60	135.00	Revise aquatic maintenance agreement; correspondence with Alfano regarding same
11/09/22	K. John	0.20	50.00	Revise surplus property memorandum
11/09/22	D. Wilbourn	0.70	105.00	Prepare letter to uncontested supervisor
11/10/22	K. John	0.10	25.00	Review surplus property memo and

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Durbin Crossing CDD December 13, 2022 Client Matter No. 6123-1 Invoice No. 3154247 Page 2

11/1 11/1		M. Eckert D. Wilbourn	0.10 0.30	33.50 45.00	confer with Laughlin regarding same Prepare letter to new supervisor Revise and disseminate new supervisor letter regarding Sunshine law
11/28	3/22	M. Eckert	5.50	1,842.50	Prepare for, travel to and attend board meeting; return travel; follow up; review audit engagement letter and provide comments; research Vesta agreement
11/29	9/22	M. Eckert	0.60	201.00	Confer with Alfano; follow up from board meeting
11/30)/22	K. Haber	0.90	202.50	Correspondence with Laughlin regarding suspension rule; prepare resolution and notices for suspension rule
11/30)/22	D. Wilbourn	0.50	75.00	Board meeting follow-up; prepare work authorization for landscape services
TOT	AL HOU	RS	10.90		
ТОТ	AL FOR	SERVICES REN	DERED		\$3,117.50
DISE	BURSEM	IENTS			
-	tht and Po el Expens	-		1	0.57 19.58
TOT	AL DISE	BURSEMENTS			20.15
TOT	AL CUR	RENT AMOUNT	DUE		<u>\$3,137.65</u>

M&G Holiday Lighting 1845 Bidle Terre Pkwy Palm Coast, FL 32164 US holiday@mgbusinessventures.com			HOLLIDA	& Contraction of the second se
INVOICE BILL TO Durbin Crossing CDD 145 S. Durbin Parkway St. Johns, FL 32259		INVOICE DATE TERMS DUE DATE	1749 12/08/2022 Net 30 01/07/2023	3
DATE Service Call - includes material and supply	DESCRIPTION Service call - repairing the paim tree at median on longleaf - cable was cut- looks to be damage from landscaper	<u>ату</u> 1	RATE 125.00	AMOUNT 125.00
	BALANCE DUE			\$125.00
F	21 pair / Repla 1.320.5	LU 3800.4	4200	
			CEIV DEC 19/202	e a colo 🖬 a 👪 Marine a colo colo co
	Page 1 cl 1			



Phone: (813) 229-3500

100 North Tampa Street, Suite 3700 Tampa, FL 33602 www.pdtlegal.com

Fax: (813) 229-3502

002389

122411

75539

\$770.00

\$770.00

\$770.00

MGD

December 12, 2022

Client:

Matter:

Invoice #:

Resp. Atty:

Durbin Crossing Community Development District 475 West Town Place Suite 114 St. Augustine, FL 32092 Attention: c/o Margaret Alfano

RE: Durbin Crossing CDD - Pool Resurfacing

COVER SHEET

For Professional Services Rendered Through November 30, 2022

Federal Tax I.D. No.: 74-3029197

Total Services TOTAL THIS INVOICE Total Due To Date

001.3/0573.315



Remittance Advice

Payment is due within 30 days of the invoice date: Check Payable To: Paskert Divers Thompson Attn.: Accounts Receivable 100 North Tampa Street Suite 3700

Tampa, FL 33602

ACH & Wire Transfers: We accept ACH & Wire Transfers. Please contact our Accounts Receivable Department for details.

Please return this remittence page with your payment. Thank you.



100 North Tampa Street Suite 3700 Tampa, Florida 33602 Telephone: 813-229-35 Facsimile: 813-229-35 www.pdtlegal.co

December 12, 2022

<u>Via E-mail only</u> Durbin Crossing Community Development District c/o Margaret Alfano 475 West Town Place, Suite 114 St. Augustine, FL 32092 malfano@vestapropertyservices.com

Re: Invoice - Services rendered through November 30, 2022

Dear Margaret,

Attached is an invoice for services rendered and costs incurred through November 30, 2022 for the following matter:

Matter Name	Durbin Crossing CDD
Matter No.	122411
PDT Invoice No. (Reference this number on your payment.)	75539
This Month's Charges	\$770.00

I trust that you will find the invoice in order and would appreciate your making arrangements to pay the invoice at your earliest convenience. If you have any questions, please do not hesitate to call me.

Best regards,

PASKERT DIVERS THOMPSON

Matthew G. Davis



MGD/jd Attachment



Phone: (813) 229-3500

100 North Tampa Street, Sulte 3700 Tampa, FL 33602 www.pdtiegal.com

Fax: (813) 229-3502

002389

122411

75539

MGD

1

December 12, 2022

Client:

Page:

Matter:

Invoice #:

Resp. Atty:

Durbin Crossing Community Development District 475 West Town Place Suite 114 St. Augustine, FL 32092 Attention: c/o Margaret Alfano

RE: Durbin Crossing CDD - Pool Resurfacing

For Professional Services Rendered Through November 30, 2022

Federal Tax I.D. No.: 74-3029197

SERVICES

Date	Person	Description of Services	Hours	Amount
11/04/2022	MGD	Phone call with Mr Eckert to discuss contracts and strategy prior to initial call with the Chair.	0.20	\$70.00
11/04/2022	MGD	Phone call with Chair and District Manager to discuss initial strategy.	0.50	\$175.00
11/04/2022	MGD	Review contract and product specs and develop outline for agenda of initial call with clients.	0,90	\$315.00
11/08/2022	MGD	Prepare and send email to Mr. Newkirk regarding inspection and opinion.	0.10	\$35.00
11/09/2022	MGD	Phone call with expert regarding scope of retention and initial investigation.	0.30	\$105.00
11/30/2022	MGD	Phone call with Mike Eckert re pool issue and email Mr. Newkirk re same.	0.20	\$70.00
		Total Professional Services	2.20	\$770.00

PERSON RECAP

Person MGD	Matthew G. Davis	Level Partners	Hours 2.20	Rate \$350.00	Amount \$770.00
		Total Services			\$770. <u>00</u>
		TOTAL THIS INVOICE		· · · · · · · · · · · · · · · · · · ·	\$770.00

Durbi 730 N	g Address n Crossing orth Durbin Parkway Johns, FL 32259 USA			and the second se	
		Description of Work			
Customer had customer will	roots in line. When it was snaked contact office to figure out the ne	pulled back roots. Than I camera the line to veri xt steps which is to do a repair in sewer line whic	y AND Sure i h may requir	t was roots in li e busting up th	ne e floor
Task# Zell191 (1) (2)	Description Snake main drain line to restore fi underlying cause of stoppage.	ow. Will camera line following service to Identify	Quantity 1.00	Your Price \$625.00	Your Tot \$625.(
				Potential Savin Sub-Total	\$625.0
				Tax Total Due	\$0.0
	Thank you	for choosing Snyder Air Conditioning, Plumbing & Electric!		Balance Due	\$625.0
This involce is ag charge of 1% pe	reed and acknowledged. Payment i r month shall be applied for overdu	is due upon receipt. A service fee will be charged for e amounts.	any returned	I checks, and a fi	inancing
	\sim				

Repair/Replace 1.320.53800.44200 381

11/11/2022



Description of Work Clean out has roots in it, Replace clean out, Remove roots Task # Description Zell68 Excavate and expose your existing main drain line. Cut out a section of piping and insi a clean-out access with a vertical riser pipe that extends to grade. Zell305 (1) (1) Replace flush valve 725.00(customer supplied flush valve 350.00) warranty on labor n			
Task # Description Zell68 Excavate and expose your existing main drain line. Cut out a section of piping and insi a clean-out access with a vertical riser pipe that extends to grade.			
		Your Price \$1,450.00 \$350.00	\$1,450
parts	 	Potential Savin Sub-Total	
	:		/

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

I find and agree that all work performed by Snyder Air Conditioning, Plumbing & Electric has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Repair / Replace 1.320.53800.44200 381

ECEIVE DEC 19 2022



Please Remit Payr Solitude Lake Mana						INVOICE Page: 1
1320 Brookwood D Suite H Little Rock, AR 722 Phone #: (888) 480 Fax #: (888) 358-00	-5253				Invoice Number: Invoice Date:	PSI-36112 12/8/2022
Gov 475	bin Crossing CDD ernmental Mgmt Services West Town Place #114 It Augustin, FL 32092			Ship To:	Durbin Crossing CDD Governmental Mgmt Ser 475 West Town Place #1 St Augustine, FL 32092 United States	
Due Date 1	2/8/2022 /7/2023 let 30			P.O. P.O.	omer ID Number Date Order No.	5459 12/8/2022
Item/Description		Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenand December Billing 12/1/2022 - 12/31/ Durbin Crossing Co	/2022 łd-Lake-ALI	ECEN		1	4,300.00	4,300.00





P.O. Box 9001 St. Augustine, Florida 32085 P: 904 209 2250 F: 904 209 2283 www.sjctax.us

December 14, 2022

Durbin Creek Community Development District

INVOICE

In accordance with Florida Statute 197.322(3): "Postage shall be paid out of the general fund of each local governing board, upon statement thereof by the tax collector".

Your share of the postage for the mailing of the 2022 Real Estate, Tangible Personal Property, Railroad and Non Ad Valorem notices is as follows:

Postage Due: \$ 474.66

If you have any questions, please contact me or Christopher Swanson at 209-2251.

Sincerely,

is W. Hollins

Dennis W. Hollingsworth, C.F.C. St. Johns County Tax Collector



INNOVATION INTEGRITY EXPERTISE

MAILING ADDRESS FOR ALL LOCATIONS: P.O. BOX 9001, ST. AUGUSTINE, FL 32085-9001

ST. AUGUSTINE - MAIN 4030 Lewis Speedway DUPONT CENTER 6658 US 1 South JULINGTON CREEK 725 FLORA BRANCH BLVD

PONTE VEDRA



TREE TECH TREE SERVICE, INC 260 Old Hard Road Fleming Island, FL 32003 O- 904-269-4069 F- 904-529-8914 EMAIL Office@treetech-treeservice.com

Durbin Crossing			DATE 11/28/20	
145 South Durbin Parkway Jacksonville FL 32259			Due 11/28/2022	Terms 0 Days
Job Name Durbin Crossing 221025-1	Job Site 145 South Durbin South	Phone 904-230-2011	Salesperson Doug Logan Manu	Total Due s \$1,860.00
# Item	Service Description	Com	pleted Tax Q	ty Price
	t fertilizing of palms,	+ ,		
Rand BECEIVE DEL 19 2022	lscape Cor 1.320.4	53800.1 243	up +6210	
DECEIVED	1.320.°	141gen 53800.1 243	LLF The RIO Subtotal: Discount: Tax:	\$1,860.0 \$0.0 \$0.0
BECEIVE DEU 19 2022 BY: Thank you,	1.320.	141gen 53800.1 243	Subtotal: Discount: Tax: Total:	\$0.0 \$0.0 \$1,860.0
BECEIVE DEU 19 2022 BY: Thank you,	1.320.°	53800.4 243	Subtotal: Discount: Tax:	\$0.0 \$0.0
BECEIVE DEU 19 2022 BY: Thank you,	1.320.°		Subtotal: Discount: Tax: Total: Credit: Balance:	\$0.0 \$0.0 \$1,860.0 \$0.0 \$1,860.0
BECEIVE DEC 19 2022 BY: Thank you, Doug Logan Mantis	Iscape Con 1.320.		Subtotal: Discount: Tax: Total: Credit:	\$0.0 \$0.0 \$1,860.0 \$0.0 \$1,860.0

Trutech, LLC PO Box 6849 Marietta, GA 30065 800.842:7296	Account / Invoice Purchase Order
Durbin Crossing CDD 475 W Town Pl suite 114 St. Augustine, FL 32092-3648	Trutech, LLC PO Box 6849 Marietta, GA 30065
0000009434006001000000215756700000000750000	Please Return this portion with your payment
Invoice	e 3017512
Date Description Service Address: 1901 Dumfries Ct Saint Johns, FL 32259-7280 12/14/2022 Monthly Service	Quantity Amount Tax Total \$75.00 \$0.00 \$75.00
hello, sorry I missed you today. I did not notice any new armadillo activity, sprayed the armadillo deterrent heavily throughout the perimeter of your pi need me. Happy holidays. Thanks, Colonel.	DEC 19
Repair/Repla 1.	.320.53800.44200
Some customers may see a slight rate increase be	ginning April 2022.
Account#943400 Ommercial Applicators are licensed by the Department of Agricultu	Lic#: Total: \$75.00 ure. Thank you for your business!
	pay/ for online payment options, or call 800-842-7296
Online Bill Pay Registration Number: 9340519D	

Turner Pest Control	Turner Pest Control LLC P.O. Box 952503 Atlanta, GA 31192-2503 904-355-5300	Service Slip/In INVOICE: 20506998 DATE: 12/7/2022 ORDER: 20506998	nvoice
Bill 'to: [176599] Durbin Crossing CDD 475 W Town Pi Ste 114 Saint Augustine, FL 32092-3649	Work Location	t: [176599] 904-230-2011 Durbin Crossing CDD A A [] _ 730 N Durbin Pkwy Saliff Johns, FL 32259-8217	
rte Time Target Pest 22 11:33'AM urchase Order Terms NET 30	Technician Last Service Map Code 127/2022		Time In 11:33 AM Time Out 12:05 PM
Service Commercial Pest Con		SUBTOTAL TAX AMT. PAID TOTAL	Price \$71:66 \$71:66 \$0.00 \$0.00 \$0.00 \$71:66
Pest Cont 1.320.53 North	101 800.45513 RECEIVER	AMOUNT DUE	\$71.66
	DEC 19 2022 BY: CleCe	TECHNICIAN SIGNATU	RE
		CUSTOMER SIGNATUR	R
ys from the date of service may be subject to a face fee 18% per year) or the maximum allowed by law	Hursely acknowl and server to may t	edge the satisfactory completion of all services as specified above	ncos remátred.

expenses in the event of collection



Turner Pest Control Distances Terr Pei Const IIC - AL Bas PESSO - Alleria, Georgia 31172-2	Tumer Pest Control LL0 P.O. Box 952503 Atlanta, GA 31192-2503 904-355-5300		OICE: 20507879 TE: 12/7/2022 DER: 20507879	nvoice
Bill To. [137801] Durbin Crossing South Amenify Cntr C/O Vesta Properties 200 Business Park Cir Saint Augustine, FL 32095-8822		Amenity C 145 S Dur	904-230-2011 Desting South Center bin Pkwy Is, FL 32259-7224	
ork Date Time Target I 12/7/2022 12:13 PM MOSQU Purchase Order Te NET 3	ITO rms Last Service M	Tap Code		Time In 12:13 PM Time Out 12:56 PM
	ial Mosquito Sérvice		SUBTOTAL TAX AMT. PAID TOTAL	\$104.74 \$104.74 \$0.00 \$0.00 \$104.74
1.320. South	53800.459 DEC 1920 BY:		AMOUNT DUE	\$104.74
	Xe4	2	CUSTOMER SIGN.	ATURE
Balances ontotanding over 30 days from the date of service in of the lesser of 1.5% per month (18% per year) or the maxim	uy te subject to a fast les un albestal by tay	Unrely acknowledge and agree to pay the ac-	the satisfactory completest at a set of setrices as specified above	A atrada ar undersed.

Turner Pest Control MARENT ALDRENS DATE: Part Control LC - RO. But \$2503 - Atlanta, Georgie 310	Turner Pest Control LLC P.O. Box 952503 Atlanta, GA 31192-2503 904-355-5300	Service Slip/Invoice
Bill To: [137299] Durbin Crossing CDD C/O Vesta Properties 200 Business Park Cir Saint Augustine, FL 32095-8822	Work Location	[137299] 904-230-2011 Durbin Crossing North Amenity Center 730 N Durbin Pkwy Jacksonville, FL 32259-8217
12/7/2022 11:33 AM MOS Purchase Order	et Pest Technician SQUITO Terms Last Service Map Code ET 30 1277/2022	Time In 11:33 AM Time Out 12:04 PM
Rest Ce	Description nercial Mosquito Service SATLO 20.53800.45513	Subtotal \$137.81 SUBTOTAL \$137.81 TAX \$0.00 AMT. PAID \$0.00 TOTAL \$137.81
1.32 Noei	BY: DEC 19 20/22 DEC 19 20/22 OGGG	TECHNICIAN SIGNATURE
 Bilances outstanding over 40 slays from the slate of se of the lesser of 1.5% per month (18% per year) or the Critiomet agrees or in gay secritical separators on the second 	Inizi (Winter all avoid for Long	a faces habe the constant second second second all service resoluted topy the constant second



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202 Invoice

 Invoice #
 404337

 Date
 10/31/2022

 Terms
 11/30/2022

 Memo
 11/30/2022

Bill To Durbin Crossing C.D.D. c/o GMS LLC 475 West Town Place Suite 114 St. Augustine FL 32092

Description	Quantity	Rate	Amount
Billable Expenses Pool Supplies M.ALFANO - Microsoft - 1-320-53800-44600 / Office Supplies Z.DAVIDSON - ACE - pipe wrench D.DEMARCO - Walmart - 1-320-53800-45511 / Special Events D.DEMARCO - Tractor Supply - 1-320-53800-45511 / Special Events Z.DAVIDSON - Home Depot - extension cords Z.DAVIDSON - Home Depot - PVC pipes, concrete, bolts M.ALFANO - Target - 1-320-53800-47100 / Holiday Decor M.ALFANO - Walmart - 1-320-53800-45511 / Special Events D.DEMARCO - Walmart - 1-320-53800-45511 / Special Events D.DEMARCO - Walmart - 1-320-53800-45511 / Special Events Total Billable Expenses			203.07 69.99 30.87 41.78 117.90 241.04 100.71 287.56 181.88 94.28 1,369.08



Total

\$1,369.08





HX - FC - JACKSONVILLE - 34 8297 PHILLIPS HWY * JACKSONVILLE, FL 32256 PHONE: 904-730-9555 * FAX: 904-730-5672

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Thanks for shopping with us

Dear Margaret Alfano, Order date: October 1, 2022

Need help? 1-877-696-7786 Thanks for your order from Microsoft on October 1, 2022. You'll find your order details below.

Order number: 9d32c18e-d3d6-475f-a120-58e23f49aa66

Bill to: Margaret Alfano 245 Riverside Avenue Suite 300 Jacksonville, FL 32202 United States 904.355.1831

Malfano@vestapropertyservices.com Payment: AMEX **********1125 Office 365 Personal / Unit Price \$69.99 / Qty. ordered 1 Sub Total \$69.99 Tax 0.00 Total \$69.99

THANK YOU FOR SHOPPING AT CRONIN ACE HARDHARE 2843 COUNTY ROAD 210 WEST SUITE 101 SUITE 101 SAINT JOHNS, FL 32259 (904) 217-3324 10/25/22 11:06AM MI 555 SALE 1 EA \$28.99 EA 24527 WRENCH PIPE 14" ACE RED \$28.99 28,99 TAX: \$ TOTAL: \$ 1.488. SUB-TOTAL:\$ 30.87 BC AMT: 50.87 \$ 30.87 Authorizing Network: AMEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX AID : A00000025010801 TVR : 0000008000 1AD : 06490103602002 1SI : F800 ARC : 00 MODE : Issuer CVH : Name : AMERICAN EXPRESS ATC :0123 AC : 8976738604E281F2 Txn1D/ValCode: 041754 Bank card USD\$ 30.87 Total Items: 1 ==>> JRNL#175071/1 <<== CUST NO:*42841 THANK YOU ZACHARY DAVIDSON FOR YOUR PATRONAGE ACE REWARDS ID # 1968542087 I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) ZACHARY DAVIDSON Acct: Customer Copy Tell us about your experience today and Enter to win a \$50 Ace gift card! ÷\$ To participate: * Visit Talklo.AceHardware.com * This survey invitation is valid for 72 hours Store # 16059 * Survey approximately 5 minutes No purchase necessary. Must be 18 or older to enter sweepstakes. Vold where prohibited. See rules at: TalkTo.AceHardware.com

.

Give us feedback @ survey.walnart.con Thank you! ID #:7RHC49B1SJB

/aln Save money. Live better. 904-417-9688 Hgr:TBD 845 DURBIN PAVILION DR ST JOHNS, FL 32259 ST# 00928 OP# 001863 TEN 09 TR# 08571 HONEY HAID 004400004717 F 5.47 HONEY HAID 004400004717 F 5.47 HONEY HAID 003400007114 F 5.74 HSY JUHBO 003400007114 F 5.74 HSY JUHBO 003400007114 F 5.74 JP 212 HH S 060069900326 F 2.48 5.47 5.74 5.74 5.74 2.48 2.48 2.48 2.48 2.48 2.48 2.48 1.13 XXX Ö Õ 060069900326 F 060069900326 F 060069900326 F SUBTOTAL 1 6.500 **3** (F 0.500 **3** 0 Ũ Ø TAX 1 PIF AHEX TOTAL 0.09 41.78 TEND 41.78 AHEX TEND AMERICAN EXPRESS *** ***** APPROVAL # 825203 REF # 229900444824 TRANS ID - 005977291136079 AID A00000025010801 TC E9E4F925CEE9719A TERHINAL # 261070235 *NO SIGNATURE REQUIRED 10/26/22 11:46:23 CHANGE DUE 695 I O 11:46:23 Change Due 10/26/22 CHANGE DUE O.O PIF MOTICE YOUR RECEIPT CONTAINS A 0.503 PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DP1 COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC INPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX. H ITEMS SOLD 10 TCH 0453 1849 1626 1618 4204 0.00 lize: Walm Ūų: Become a member Scan for free 30-day trial 2

Low Prices You Can Trust. Every Day. 10/26/22 11:46:24 ***CUSTOMER COPY***



TractorSupply.com

1530 COUNTY ROAD 210 W SAINT JOHNS, FL 32259-2103 904-615-5580

Ticket: 152335	an contrar de moltos a la contra tanção - como	nan water water in the first when a week
Date: 10/16/22 Store: 2369 Cashier: Rachel	Time; 5 Register	:45 PM r: 2
Item Qty 2 STRING BERMUDA HAY	Price	Anount
1022865 10	11,79	117.90
S	ubtotal	117.90
	Tax	0.00
ప్రసంపర్ణ భుర్తంగ జరిగా పరిణాంతమి వివిధాలు, మార్గించా విహా ఒకరో మొందర్ లేదింది. గర్గణం	 be to the t constants, so the second se	in the standard standard and the
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www.TractorSupply. team member fo	r more de	tails.
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Help a neighbor. R www.tractorsup	olv.com/r	eviews
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a monthly drawin	and be ei g for a cl	nance to
a monthly drawin win a \$2500 s (Awarded as Gift Ca Click on "Sweep	and be ei g for a cl hopping se	nance to pree.

(Awarded as Gift Cards) Ends 12/31/2022 Click on "Sweepstakes Rules" for complete delails or to participate without purchase or survey. **********************************

Enter Survey Code #: 2369-02-152335-101622-1745-7 SOLD ITEM COUNT = 10


How doers get more done.

230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600

1324 00062 92718 10/27/22 11:47 AM SALE SELF CHECKOUT

044882400312 100' CORD <A> 89.60 14/3 100' RIDGID EXTENSION CORD 044882400275 14/3 50'HSKY <A> 36.48 14/3 50' HUSKY EXTENSION CORD 044882400305 50' CORD <A> 14/3 50' RIDGID EXTENSION CORD 2@49.56 99.12

	SUBTOTAL TAX + PIF TOTAL AMFX	225.20 15.84 \$241.04
XXXXXXXXXXXX1752	AMEA	USD\$ 241.04
AUTH CODE 807174. Chip Read	/7620053	TA

AID A000000025010801 AMERICAN EXPRESS

1324 10/27/22 11:47 AM

PIF NOTICE THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON A 1 90 01/25/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 187049 185787 PASSWORD: 22527 185725



How doers get more done.

230 DURBIN PAVILION DRIVE ST JOHNS, FL 32259 (904)417-4600 1324 00001 12623 10/25/22 09:35 AM SALE CASHIER KIMBERLY

611942039494 DWV PIPĖ <a>	
2" X 10' PVC40-DWV PE PIPE 2@21_91	43.82
764661103608 60LB.SAKRETE <a>	40.02
60LB SAKRETE CONCRETE MIX	0.00
294.50 887480037647 U-B0LT <a>	9.00
"U-BOLT 1/4""X2-1/4""X3-5/8"	" SS"
405.78	23.12
RSN: 5 NEW AMT 2.98 MKDN	-11.20
MAX REFUND VALUE \$11.92/4 0000-231-355 15/32 RTD SH <a>	29.35
15732 4X8 RTD PLYWOOD (4-PLY	
SUBTOTAL.	94.09
TAX + PIF	6.62
TOTAL	#100 71

Ť		6.62 5100.71
XXXXXXXXXXXXX1752 A AUTH CODE 800716/9		100.71 TA
Chip Read AID A000000250108	01 AMERICAN E	XPRESS



PIF NOTICE THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE DPI COMMONITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 1 90 01/23/2023 A

****** DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 26859 25536 PASSWORD: 22525 25535



Fleming Island - 904-278-3652 1490 County Rd 220 Oranga Park, Florida 32002-7927 10/25/2022 08:44 PM

FURNITURE 234190282 WALL SHELF HOME	\$5,00
240437180 UVDF & FFU	\$10,00 \$15.00
240434855 Hyde & EEKI	\$75.00
240430842 Hyde & EEK! I 240438896 Hyde & EFK! I	\$5.00 \$5.00
240437664 HYDE & EEK 240434855 Hyde & EEKI 240430842 Hyde & EEKI 24043896 Hyde & EEKI 1 24043896 Hyde & EEKI T 240439820 Hyde & EEKI T	\$5.00
UJ104J129 WONDERSHUP	\$3.00
051044354 WONDERSHOP T 2 @ \$5,00 ea	\$10.00
051046467 WONDERSHOP T 240434736 Hyde & EEK1 T	\$5.00 \$8,00
2 9 \$4.00 ea	and the second second
234025519 DEC FIG T 4 9 \$5,00 ea	\$20,00
240436881 Hyde & EEK! T	\$25,00
PATIO & OUTDOOR DECOR 240434352 Hyde & EEKI T	\$60.00
2 @ \$30.00 ea STATIONERY & OFFICE SUPPLIES	
240111689 HYDE & EEK T Regular Price \$15.00	\$10.50
234182760 CRAFT KIT T	\$6.00
2 @ \$3.00 ea	
SUBTICTAL	\$267.50
T = FL TAX 7.50000 on \$26;.50 TOTAL	\$20.06 \$287.56
*1125 AMEX CHARGE	\$287.56
AID: A0000000	25010801
IMERICAN AUTH CODE:	EXPRESS 888244
Your Target Circle earnings are	int
Open the Target App or visi	t
Target.com/Circle to see your ben	efits.
AND REQUESTIONS HAV DERVISE	
SOME PROMOTIONS MAY REDUCE T REFUND VALUE OF ITEMS	HE
TOTAL SAVINGS THIS TRIP	
\$4.50	
REC#2-2298-1497-0074-2880-3 VCD#751	-253-632
Help make your Targiat Run bett	er.
Take a 2 minute survey (bout today	's trip
informtarget.com	
User ID: 7770 1/350 3992 Password: 571 197	
CUENTENOS EN ESPAÑOL	
Sector	
Please take this SUPwey within 7	davs







Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Invoice

Invoice # Date	404953 12/1/2022
Terms	Net 30
Due Date	12/31/2022
Memo	Monthly Fees

Bill To

Durbin Crossing C.D.D. c/o GMS LLC 475 West Town Place Suite 114 St. Augustine FL 32092

252

Description	Quantity	Rete	Amount
General Manager 1-320-53800-45502	1	8,820.56	8,820.56
Facility Manager/ Special Event Coordinator 1-320-5380-45517	1	5,292.33	5,292.33
Field Operations Manager 1-320-53800-46000	1	6,018.73	6,018.73
Janitorial Services 1-320-53800-45507	1	1,937.07	1,937.07
Commercial Pool Maintenance 1-320-53800-455-05	1	2,783.14	2,783.14
Facility Monitor 1-320-53800-45515	1	5,222.19	5,222.19
Facility Attendant 1-320-53800-45503	1	6,382.67	6,382.67
	1	229.17	229.17
Maintenance Techs 1-320-53800-45518	[1	3,768.33	3,768.33

Thank you for your business.

Total

\$40,454.19





Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Invoice

Page 1 of 2 Invoice # 405474 Date 11/30/2022 Terms Due Date 12/31/2022 Memo

Bill To

Durbin Crossing C.D.D. c/o GMS LLC 475 West Town Place Suite 114 St. Augustine FL 32092

Description	Quentity	Rete	Amount
Billable Expenses			
D.DEMARCO - Tasty Dog - 1-320-53800-45511 / Special Events			150.00
D.DEMARCO - Publix - 1-320-53800-47100 Holiday Décor	4000000		36.97
Z.DAVIDSON - Home Depot - 1-320-53800-44200 Timer for Christmas lights			12.82
Z.DAVIDSON - Ace - 1-320-53800-44200 GFI's for replacement			61.29
Z.DAVIDSON - Racetrack - 1-320-53800-46310 Diesel for Kubota			41.67
Z.DAVIDSON - Publix - 1-320-53800-44200 oven cleaner	*****		23.81
Z.DAVIDSON - Pinch a Penny - 1-320-53800-44200 Pool skimmer. Pool pole			138.91
hangers and testing chemicals			
Z.DAVIDSON - Ace - 1-320-53800-44200 Hardware for gym equipment			4.35
Z.DAVIDSON - Home Depot - 1-320-53800-45511 items for Christmas event			304.83
Z.DAVIDSON - Ace - 1-320-53800-45511 Spray paint for Christmas event			45.95
Z.DAVIDSON - Home Depot - 1-320-53800-44200paint for pavilions			27.74
Z.DAVIDSON - Home Depot - 1-320-53800-44200 post for new pool signs			22.22
Z.DAVIDSON - Home Depot - 1-320-53800-44200 hardware for swings			8.83
Z.DAVIDSON - Ace - 1-320-53800-44200 hardware for swing set	-		6.30
Z.DAVIDSON - Ace - 1-320-53800-44200 2 stroke gas mix for equipment			30.86
Z.DAVIDSON - Snyder - 1-320-53800-44200 snaking pipes at north amenity			772.50
from them backing up			10.74
Z.DAVIDSON - Racetrack - 1-320-53800-44310 gas for equipment			13.74
Z.DAVIDSON - Ace - 1-320-53800-44200 power strips and 4 way plugs for Oct			62.13
event			172.00
M.ALFANO - Amazon - 1-320-53800-44200 / Repair - Replacement M.ALFANO - Amazon - 1-320-53800-45511 / Special Events			173.89
			89.38 89.43
M.ALFANO - Amazon - 1-320-53800-44200 / Repair - Replacement - Kitchen			09.40
supplies M.ALFANO - Amazon - 1-320-53800-47100 / Holiday Décor			256.02
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday DA@cor			41.46
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday DA@cor			114.32
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday DA©cor			67.08
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday DA©cor. Tower reath,			231.00
bows, etc			201.00
M.ALFANO - Walmart - 1-320-53800-45511 / Special Events			121.02
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday Décor			127.79
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday Décor			505.30
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday Décor			298.18
M.ALFANO - Amazon - 1-320-53800-44200 / Repair - Replacement			382.25
M.ALFANO - Amazon - 1-320-53800-47100 / Holiday Décor			26.99
M.ALFANO - Paypal - 1-320-53800-45511 / Special Évents			1,056.03
M.ALFANO - Dunkin - 1-320-53800-45511 / Special Events			23.98
M.ALFANO - Marcos Pizza - 1-320-53800-45511 / Special Events			66.65
M.ALFANO - Constant Contact - 1-320-53800-44600 / Office Supplies			798.00
D.DEMARCO - Amazon - 1-320-53800-44600 / Office Supplies			36.90
D.DEMARCO - Amazon - 1-320-53800-47100 Holiday Décor			94.98
D.DEMARCO - Dollar tree - 1-320-53800-47100 Holiday DA©cor			78.06
D.DEMARCO - Frozen Sweets Truck - 1-320-53800-45511 / Special Events			80.62
D.DEMARCO - Amazon - 1-320-53800-44200 / Repair - Replacement			44.97
D.DEMARCO - Amazon - 1-320-53800-47100 Holiday DA©cor			27.99
D.DEMARCO - Amazon - 1-320-53800-44200 / Repair - Replacement			79.98
D.DEMARCO - Amazon - 1-320-53800-45511 / Special Events			33.96
	L		



Invoice

Page 2 of 2 Invoice # Date

405474 11/30/2022

Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Description	Quantity	Rate	Amounti
D.DEMARCO - Five Below - 1-320-53800-47100 Holiday Décor D.DEMARCO - Amazon - 1-320-53800-47100 Holiday Décor D.DEMARCO - amazon - 1-320-53800-44600 / Office Supplies D.DEMARCO - Amazon - 1-320-53800-45511 / Special Events D.DEMARCO - Amazon - 1-320-53800-45511 / Special Events D.DEMARCO - Amazon - 1-320-53800-44600 / Office Supplies D.DEMARCO - Amazon - 1-320-53800-44600 / Office Supplies D.DEMARCO - Dollar tree - 1-320-53800-47100 Holiday Décor D.DEMARCO - Walmart - 1-320-53800-44200 / Repair - Replacement Total Billable Expenses			32.10 39.04 108.92 104.70 13.99 62.97 41.27 380.42 7,494.56

Total

\$7,494.56

Vesta, Invoice Page 2.of 2 Involce # 405474 Date 11/30/2022 Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202 DULBA CROSSING Description Quantity Rate

 OCSHQUION

 Q D.DEMARCO - Five Below - 1_320-53800-47100 Holiday DA©cor

 Q D.DEMARCO - Amazon - 1-320-53800-47100 Holiday DA©cor

 S D.DEMARCO - amazon - 1-320-53800-44600 / Office Supplies

 I D.DEMARCO - Amazon - 1-320-53800-45511 / Special Events

 S D.DEMARCO - Amazon - 1-320-53800-44500 / Office Supplies

 J D.DEMARCO - Amazon - 1-320-53800-44500 / Office Supplies

 S D.DEMARCO - Amazon - 1-320-53800-44600 / Office Supplies

 S D.DEMARCO - Amazon - 1-320-53800-44500 / Office Supplies

 S D.DEMARCO - Amazon - 1-320-53800-447100 Holiday DA©cor

 S D.DEMARCO - Wainart - 1-320-53800-447100 Holiday DA©cor

 J D.DEMARCO - Wainart - 1-320-53800-447100 Holiday DA©cor

 J D.DEMARCO - Wainart - 1-320-53800-44200 / Repair - Replacement Total Billable Expenses

Amount Total Billable Expenses 380 4 7 494 56 Total \$7,494.56 |= Special Events / 1.320.53800.45511 / \$ 1786.28 2= Holiday Decor / 1.320.53800.47100 / \$ 2323.38 3= Repair/Replace/1.320.53800.44200/ & 2322.70 4= Fuel / 1.320.53800.46310/ & 55.41 5= office Supplies / 1.320.53800.44600 / \$ 1006.79 57,494.56 BX; 252 DEC 1 8 SOSS

Γ

Your receipt from Tasty Street Foods

PayAnywhere <do-not-reply@payanywhere.com> Wed 11/30/2022 10:25 PM To: Danelle Demarco <DDEMARCO@vestapropertyservices.com>

- 21 I - 1			
	Having trouble viewing this receipt? Click here.		
	Tasty Street Foods Invoice 105038399 Sold by Cart 1. 10/28/2022 at 09:18 pm		
	Hotdog - Base Price Midwestern	\$3.50 \$2.00	
	Hotdog - Base Price Coleslaw cheese	\$3.50 \$0.50 \$0.50	
	Chips - Base Price x2	\$3.00	
	Sausage Italian Hot - Base Price Down Under	\$7.00 \$2.00	
	Hotdog - Base Price Southwest	\$3.50 \$2.00	
	Hotdog - Base Price cheese Chili	\$3.50 \$0.50 \$0.50	
	Hotdog - Base Price x18	\$63.00	
	Sub-total	\$95.00	

https://outlook.office.com/mail/inbox/id/AAMkAGU4NGM3MjlmLWUxZjYtNDImYS05NGI4LWRiNzBINTIxMWYzYwBGAAAAAACMb6QVUGbfQogRqq6... 1/3

Tax Tip	\$0.00 \$55.00
Total	\$150.00
トカノ	
Sold to DANELLE DEMARCO	\$95.00
American Express *1695 (Chip Read) Auth Code: 815138	+\$55.00 tip
Approved Online	
Response Code: APR	
AID: 00000025010801	
Application Label: AMERICAN EXPRESS Merchant ID: XXXXXXXX2652	
BRIC #: 08UK1WQLDB957X5T61G	
Terminal ID: 1	
Batch #: 221027	
ATC: 005F	
Record #: 3001119438	
TSI: E800	
AC: C8E73D1690E39D54	
TVR: 0080008800	
1	

Publix. Plantation Plaza

1

2750 Racetrack Rd Saint Johns, FL 32259 Store Manager: Tony Borbolla 904-230-3970

HEIRLOOM PUMPK PUMPKINS JUMBC PUMPKINS JUMBC)	6.99 F 14.99 F 14.99 F
Order Total Sales Tax Grand Total Credit Change	Payment	36.97 0.00 36.97 36.97 0.00
Acct # Reason:Ur Trace #:7	equest Not A XXXXXXXXXXXX available 733550 # #:02991354	XX0788
A0000000031010 Entry Method: Mode:	مع من مر مد بع مد	Visa Credit Chip Read Issuer
Receipt IE): 1084 ATM	736 975
Acct #: XX	#: 02991358 (XXXXXXXXXXXX Merican Exp 86.97	695
CREDIT CARD A000000025010801 Entry Method: Mode:	AME	PURCHASE RICAN EXPRESS Chip Read Issuer

Your cashier was Self-Checkout Lane 1

10/28/2022 9:47 \$1084 R173 6975 C0773

Join the Publix family! Apply today at apply.publix.jobs. We're an equal opportunity employer.

Publix Super Mark is, Inc.





230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600

1324 00062 83451 SALE SELF CHECKOUT 11/25/22 11:23 AM

6970670970542 OUTTIME15AMP <A> 11.98 OUTDOOR PLUG 15AMP

	SUBTOTAL TAX + PTF	$11.98 \\ 0.84$
	TOTAL	\$12.82
XXXXXXXXXXXX1752	AMEX	

USD\$ 12.82 AUTH CODE 831564/8620087 ŤĀ Chip Read AID A00000025010801 AMERICAN EXPRESS

1324 11 23 AM 1324 62 83451 25/2022 6560

PIF NOTICE THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 90 02/23/2023 1

**************** DID WE NAIL IT?

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Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 168515 167253 PASSWORD: 22575 167191

THANK YOU FOR SHOPPING AT CRONIN ACE HARDWARE 2843 COUNTY ROAD 210 WEST SULTE 101 SAINT JOHNS, FL 32259 (904) 217-3324 11/23/22 10:57AM MT 555 SALE 13058 \$9.99 EA 3 EA PAINT.SPT SAND R-0 \$29,97 EA \$3,59 EA 3251899 1 REPTCL OUTLET DEC ISA \$3,59 1 EA \$23,99 EA 3532694 GFC1 ST RECEPT 15A WHI \$23.99 SUB-TOTAL:\$ 57.55 TAX: \$ 3.74 TOTAL: \$ 61.29 BC AMT: \$ 61.29 MID:++++++++6883 TTD:+++4807 AUTH: 882245 61.29 -AMT: \$ Host reference #:882791 Bat# Authorizing Network: ANEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX A1D : A00000025010801 TVR : 0000008000 1AD : 0649010360A002

TSI : F800 ARC : 60 MODE : ISSUER CVW : Name : AMERICAN EXPRESS ATC :0131 AC : AE6D0564C8E61F99 Txn1D/ValCode: 056527

Bank card USD\$ 61.29

lotal Items:

1100

5

==>> JRNL#182791/1 CUST_N0:+42841

> THANK YOU ZACHARY DAVIDSON FOR YOUR PATRONAGE ACE REWARDS TO # 1968542007

I agree to pay above total assunt according to card issuer agreement (merchant agreement 1/ credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

lo participate: + Visit TalkTo.AceHardware.com

* This survey invitation is valid for 72 hours

* Store # 16059

* Survey approximately 5 minutes

Ho purchase necessary. Must be 10 or older to enter sweepstakes. Void where prohibited. See rules at: TalkTo.AceHardware.com

RaceTrac 2578 2838 County Rd 210 W Saint Johns FL 32259 (904) 230-4672 For Guest Experience Comments, Please Call 888.636.5589 or go to racetrac.com Term: XXXXXXXXXX3006 Appr: 800514 Seq#: 047057 04 PUMP No. Diesel Grade: 8.205 G Gallons: Price: \$5.079/Gal Total Fuel: \$41.67 As advertised, E20 Flex Fuel may be offered in place of E15 Gasoline TOTAL SALE \$41.67 \$41.67 American E Capture American Express XXXXXXXXXXX1752 Chip Read USD\$ 41.67 AMERICAN EXPRESS Mode: Issuer AID: A00000025010801 TVR: 0000008000 IAD: XXXXXXXXXXXXXXXXX TSI: E800 ARC: 00 ARQC: 78B582C67285AA10 11/22/2022 10:50:13 Download our app! HOW ARE WE DOING? GUEST@RACETRAC.COM 11/22/202210:52:25

Publix.

John's Creek Center 2845 County Rd. 210 W St Johns, FL 32259 Store Manager: Pete Muller 904-230-3939 5.59 T EASY OFF OVEN CLNR EASY OFF OVEN CLNR 5.59 T EASY OFF OVEN CLNR 5,59 T 5.59 T EASY OFF OVEN CLNR 22.36 Order Total Sales Tax 1.45 23.81 Grand Total Credit Payment 23.81 Change 0.00Receipt ID: 7551 9494 8316 1923 457 PRESTO! Trace #: 768521 Reference #: 0412084520 Acct #: XXXXXXXXXXXXXXXX1752 Purchase American Express Amount: \$23.81 Auth #: 878956 CREDIT CARD PURCHASE AMERICAN EXPRESS A00000025010801 Entry Method: Chip Read Mode: Issuer Your cashier was Self-Checkout Lane 1 11/22/2022 10:17 S1099 R176 3936 C0776 Join the Publix family! Apply today at apply.publix.jobs. We're an equal opportunity employer. Publix Super Markets, Inc.



Pinch A Penny 210 3055 CR 210 West Suite 103 St. Johns, FL 32259 Phone: 9042177827

Sales Receipt

Transaction #:	274134
Account #:	9042582044
Date: 11/22/2022	Time: 9:45:59 AM
Cashier: Justin Park	keRegister #: 2

BILL TO: ZACH DAVIDSON

t

Item	Description	Amount
02130011	PRO SERIES HD LEAF R	\$27.99
02130011	PRO SERIES HD LEAF R	\$27.99
02100006	POLE HANGER METAL	\$13,99
02100006	POLE HANGER METAL	\$13.99
09922006	TAYLOR RGT. #1 DPD 2	\$15,49
09921073	TAYLOR RGT. #2 DPD 2	\$16.99
09921164	TAYLOR RGNT #4 PH IN	\$13.99

Sub Total	\$130.43
Sales Tax	\$8,48
Total	\$138.91

	AMEX Tendered	\$138.91
Card:	XXXXXXXXXXXX1752	
	Auth: 550701	
	Change Due	\$0.00



Thank you for shopping Pinch A Penny 210 We hope you'll come back soon!

THANK YOU FOR SHOPPING AT CRONIN ACE HAREWARE 2843 COUNTY ROAD 210 WEST SUITE 101 SAINT JOHNS, FL 32259 (104) 217-3324 555 SALE 11/18/22 9:44AM ALR ,85 EA * 2 EA 56 \$1.70 MISC. FASTENERS \$1.19 EA * 2 EA 56 \$2,38 MISC. FASTENERS 4.08 TAX: \$.27 SUB-TOTAL :\$ TOTAL: \$ 4.35 4.35 BC ANT: 4.35 AMT: \$ AUTH: 874073 Host reference #:881170 Bat# Authorizing Network: AHEX Chip Read EXPR: XXXX CARD TYPE: AH EXPRESS AID : A000000025010801 TVR : 0000008000 IAD : 06490103602002 ISI : F800 ARC : 00 MODE : Issuer CVM : Name : AMERICAN EXPRESS ATC :012C AC : 308570F80958E047 TxnID/ValCode: 053452 USD\$ 4.35 Bank card Total Items: 4 ==>> JRNL#181170/1 ((== CUST NO:*42841

> THANK YOU ZACHARY DAVIDSON FOR YOUR PATRONAGE ACE REWARDS TD # 1960542087

I agree to may above tolal amount according to card issuer agreement (merchant agreement if credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

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To participate: * visit TalkTo.Acellardware.com

 This survey invitation is valid for 72 hours

* Store # 16059

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* Survey approximately 5 minutes

No purchase necessary. Must be 18 or oider to enter sweepstakes. Void where prohibited. See rules at: TalkTo.AceHardware.com



230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600	
1324 00063 26680 11/18/22 11:32 AM SALE CASHIER JAIME	1
$\begin{array}{cccccc} 020066386993 & 2XFRENBLUE & 6.48\\ PAINTERS TOUCH 2X SATIN FRENCH BLUE\\ 020066387594 & 2X CNDYPNK & 6.48\\ PAINTERS TOUCH 2X GLOSS CANDY PINK\\ 020066387358 & PT2XGLSCOR & 6.48\\ PAINTERS TOUCH 2X GLOSS CORAL\\ 020066387380 & 2X AQUA & 6.48\\ PAINTERS TOUCH 2X SATIN AQUA\\ 020066754389 & SPRAY PAINT & 10.48\\ PRO SAFETY YELLOW 1502\\ 020066752484 & SPRAY PAINT & 10.48\\ PRO SAFETY BLUE 1502\\ 020066755387 & PRO HUNTER & 10.48\\ PRO SAFETY BLUE 1502\\ 020066756482 & PRO AEROSOL & 10.48\\ PRO SAFETY RED 1502\\ 020066777081 & RSTOALMOSPHY & 10.48\\ PRO SAFETY & RED 1502\\ 020066777081 & RSTOALMOSPHY & STOPS RUST GLOSS ALMOND\\ 2@6.98 & 13.96\\ 748232100654 & F-150 & 1X4X8 & \\ \end{array}$	
1"X4'X8' R-5 XPS FOAMULAR 150 7@29.00 203.00	
SUBTOTAL 284.80 TAX + PIF 20.03 TOTAL \$304.83 XXXXXXXXXXX1752 AMEX	
AUTH CODE 839938/5632949 USD\$ 304.83 Chip Read TA AID A000000025010801 AMERICAN EXPRESS	



PIF NOTICE THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEET PAVABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 1 90 02/16/2023 А

************************************* DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 54973 53712 PASSWORD: 22568 53649

Entries must be completed within 14 days of purchase. Entrants must be 18 or of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

THANK YOU FOR SHOPPING AT CRONIN ACE HARDWARE 2843 COUNTY ROAD 210 MEST SULTE 101 SULTE 101 SALINT JOHNS, FL 32259 (904) 217-3324 553 SALE 1396043 1 EA \$7.99 EA SPRYPHI 2X FLT MILLE \$7.99 1 - EA \$7.99 EA 1395656 SPRYPHT 2X SAT MUTHEG \$7.99 \$7.99 EA 1 FA 1692662 SPRYPHT 2X GLS SPRIG GRH \$7.99 4335097 2 EA SPLYFCT3/0X1/2X16SS LL \$9.59 EA \$19.18 2.80 43.15 TAX: \$ SUB-TOTAL :\$ 45.95 45.95 TOTAL: \$ BC AMT: \$ 45,95 Host reference #:081244 Bat# Authorizing Network: AMEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX AT0 : A000000025010801 TVR : 0000008000 TAD : 06490103602002 TSI : F800 ARC : OÙ NODE : Issuer CVH : Name : AMERICAN EXPRESS AIC :012E AC : 150EEC08C8F303A0 [xh10/Va1Code: 053591 USIIS 45.95 Bank card Total Liens: 5---

<<==

==>> JRNL#I81244/1 CUST NO:*42841

> THANK YOU ZACHARY DAVIDSON FOR YOUR PATROHAGE ACE REWARDS ID # 1968542087

I agree to pay above total amount according to card issuer agreement (marchant agreement if credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

to participate: * Visit TalkTo.AceHardware.com

 This survey invitation is valid for 72 hours

* Store # 16059 * Survey approximately 5 minutes

No purchase necessary, Must be 18 or older to menter sweenstakes, Vaid



230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600

1324 00063 23786 SALE CASHIER EDWARD 11/17/22 08:14 AM

020066386955 2XSMOKEY <A> PAINTERS TOUCH 2X SATIN SMOKEY BEIGE 206.48 020066387716 2X MTTECLR <A> PAINTERS TOUCH 2X MATTE CLEAR 12.96 12.96 206.48 SUBTOTAL 25.92

XXXXXXXXXXXXX1752	TAX + PI TOTAL AMFX	F 1.82 \$27.74
AUTH CODE 895116	·	USD\$ 27.74 TA
Chip Read	0001 AM	TOTOMN EVODECC

AID A00000025010801 AMERICAN EXPRESS



1324 63 23786 11/17/2022 9464

THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS DAYS POLICY EXPIRES ON POLICY ID 02/15/2023 90 A 1

***** DID WE NAIL IT?

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Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 49185 47924 PASSWORD: 22567 47861



How doers get more done.

20.76

230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600

SALE CASHIER MAKENZIE 00001 01527 11/17/22 03:37 PM

098168421348 4X4-8 #2PT <A> 4X4-8FT #2 PT GC 2010.38

	SUBTOTAL TAX + PIF TOTAL	20.76 1.46 \$22.22
XXXXXXXXXXXXX1752 AUTH CODE 856325 Chip Read	AMEX	USD\$ 22.22 TA

AID A00000025010801 AMERICAN EXPRESS



PIF NOTICE THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX. TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 90 02/15/2023 A 1

DID WE NAIL IT?

Take atshort survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 4667 3344 PASSWORD: 22567 3343

3



302.75

How doers get more done.

230 DURBIN PAVILION DRIVE ST. JOHNS, FL 32259 (904)417-4600

1324 00061 07288 11/14/22 01:10 PM SALE SELF CHECKOUT 887480038385 T NUT <A> METRIC T NUT M10 ZINC

	8.25
SUBTOTAL	8.25

XXXXXXXXXXXXX1752	TAX + P1F TOTAL AMEX	đ	0.58
AUTH CODE 890150.		USD\$	8.83 TA

ATD A000000025010801 AMERICAN EXPRESS



1324 61 07288 11/14/2022 4345

PIF NOTICE

THE TAX ON YOUR RECEIPT CONTAINS A 0.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE DPI COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO FINANCE THE FEE IS COLLECTED AND USED TO FINANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX.

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 90 02/12/2023 A 1

******** DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en españo]

www.homedepot.com/survey

User ID: H89 16189 14926 PASSWORD: 22564 14865

THANK YOU FOR SHOPPING AT CRONIN ACE HARDWARE 2843 COUNTY ROAD 210 NEST SUITE 101 SAINT JOHNS, FL 32259 (904) 217-3324 11/14/22 11:09AM MT 555 SALE 56 4 EA \$1.29 EA * MISC. FASTENERS \$5.16 56 4 EA . 19 EA * MISC. FASTENERS \$.76 5.92 TAX: \$ TOTAL: \$ SUB-TOTAL:\$.38 6.30 BC ANT: \$ 6.30 BK CARD#: XXXXXXXXXXXXXXXX752 MID: #######6663 11D: ###4807 6.30 AUTH: 811542 AHT: \$ Host reference #:880199 Batt Authorizing Network: AMEX Chip Read CARD TYPE:AM EXPRESS EXPR: XXXX AID : A00000025010801 TVR : 0000008000 IAD : 06490103602002 TSI : F800 ARC : 00 HODE : Issuer CVM : Name : AMERICAN EXPRESS ATC :0128 AC : 434850C043CE1082 Txn1D/Va1Code: 051605 Bank card USD\$ 6.30

Total Items:

8

==>> JRNL#180199/1 (UST_N0:*42841

THANK YOU ZACHARY DAVIDSON FOR YOUR PATRONAGE

< <= =

ACE REWARDS ID # 1968542087

I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

To participate: * Visit TalkTo.AceHardware.com

 This survey invitation is valid for 72 hours

* Store # 16059

.1

Survey approximately 5 minutes

No purchase necessary. Must be 18 or older to enter swcepstakes. Void where prohibited. See rules at: TalkTo.AceHardware.com

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THANK YOU FOR SHOPPING AT CRONTH ACL HARDWARE 2843 COUNTY ROAD 210 WEST SULTE 101 SAINT JOHNS, FL 32259 (904) 217-3324 11/11/22 8: NAM JUB 553 SALE \$2.415EA 0 12 ÉÅ 70015710 HP ULTRA 2.6 0Z 1 GAL Regular Price: \$20,98 2.99 6.90 You Saved : 2/6 PACK CHANGED INVENTORY BECAUSE SYSTEM SAID 0665 IN STOCK BUT ONLY ONE CASE OF 48 28.98 - TAX: \$ 1.38 SUB-10TAL:\$ 10TAL: \$ 30.86 BC AMI: 30.86 \$ BK CARD#: HTD:++++++++6883 11D:+++4807 AUTH: DECITINED AM1:\$ 00.00Host reference #:679260 Bat# Authorizing Network: AMEX Contact less CARD TYPE: VISA EXPR: XXXX AID : A0000000031010 TVR : 000000000 TAD : 05011203A00000 TSI : ARC : 30 HODE : Issuer CVM : No CVM Name : Visa Credit BK CARD#: XXXXXXXXXXXX1752 MID:++++4+6683 TID:+++4807 30.86 AUTH: 830164 AMĨ: \$ Host reference #:87926001 Bat# Contact less CARD TYPE: AN EXPRESS EXPR; XXXX AT0 : AD00000031010 TVR : 0000000000 1AD : 06011203A00600 **TSI** : ARC : 30 MODE : Issuer CVH : NO CVH Name : Visa Credit USD\$ Bank card 30.86 Total Items: 2 ==>> JRNL#179260/1 ((== CUST NO:+42841 HARK YOU LACHARY DAVIDSON FOR YOUR PATRONAGE ACE REMAROS 10 # 1968542087

I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

YOU SAVED \$ 6.90 BY SHOPPING AT CRONIN ACE HARDWARE

To participate:

Main Visit Jalklo.AceHardware.com

Description of Work Jetted from pulled toilet to remove clog that was in Msl Task # Description Quantity Zell59 Hydro flushing drain/sewer line with large Hydro Jetter 1.00	PO s ssing Durbin Parkway	g
Jetted from pulled toilet to remove clog that was in Msl Task # Description Quantity Zell59 Hydro flushing drain/sewer line with large Hydro Jetter 1.00	, FL 32259 USA	
Task #DescriptionQuantityZell59Hydro flushing drain/sewer line with large Hydro Jetter1.00		
Zell59Hydro flushing drain/sewer line with large Hydro Jetter1.00	and a second	
First Two Hours	Your Price \$772.50	Your Total \$772.50
Paid On Type Memo 11/11/2022 AMEX Instant Sector S		Amount \$772.50
Ρ	otential Savings	\$0.00
S	ub-Total	\$772.50
Т	ax	\$0.00
T	otal Due	\$772.50
P	ayment	\$772.50
B Thank you for choosing Snyder Air Conditioning, Plumbing & Electric!	alance Due	\$0.00

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

10/25/2022 I find and agree that all work performed by Snyder Air Conditioning, Plumbing & Electric has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

10/25/2022

RaceTrac 2578 2838 County Rd 210 W Saint Johns FL 32259 (904) 230-4672 For Guest Experience Comments, Please Call 888.636.5589 or go to racetrac.com Term: XXXXXXXXXX3006 Appr: 896632 Seq#: 009151 PUMP No. 04 Grade: Un1-87 4.216 G Gallons: Price: \$3.259/Gal \$13.74 Total Fuel: As advertised, E20 Flex Fuel may be offered in place of E15 Gasoline TOTAL SALE \$13.74 American E \$13.74 Capture American Express XXXXXXXXXXX1752 Chip Read USD\$ 13.74 AMERICAN EXPRESS Mode: Issuer AID: A00000025010801 TVR: 000008000 IAD: XXXXXXXXXXXXXXXXXX TSI: E800 ARC: 00 ARQC: D35C671819F4F622 10/28/2022 08:41:18 Download our app! HOW ARE WE DOING? GUEST@RACETRAC.COM 10/28/20228:42:56

HANK YOU FOR SHOPPING AT CROWIN ACE NAROWARF 2043 COUNTY ROAD 210 MEST SUITE 101 SAINT JOHNS, FL 32259 (904) 217-3324

10/28/22 1:43PH JAJ 553 SALE ~ - - 0 3369485 4 EA \$7.59 EA TAPOINT HE GRAD GRA CULK \$30.36 \$7.99 EA 3515046 1 EA POWLR STOP 400711 20RD \$7,99 \$19.99 EA 32612 1 EA PORERCRIP 14/3 SJIN 10 \$19.99 58.34 TAX: \$ TOTAL: \$ SUB-TOTAL :\$ 3.79 62.13 BC ANT: 62.13 \$ BK CARD#: XXXXXXXXXXXX1752 MIE:+++F4+++6883 11D:+++4807 AUTH: 884500 AHĨ: \$ 62.13 Host reference #:875907 Bat# Authorizing Network: AMEX Chip Read CARD TYPE: AM EXPRESS EXPR: XXXX AID : A000000025010601 TVR : 0000008000

TVR : 000000000 LAD : 06490103604002 TSI : F800 ARC : 00 MOUL : Tssuer CVM : Rame : AMERICAN EXPRESS ATC :0126 AU : 306793E560A00906B TxnTD/ValCode: 043032

Bank card USD\$ 62.13

fotal Ttems:

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==>> JR和JAT75907/1 CUST NO:+42841

> (HANK YOU ZACHARY DAVIDSON FOR YOUR PATRONAGE ACE REWARDS ID # 1968542007

I agree to pay above total amount according to card issuer agreement (werchant agreement if credit voucher) Acct: ZACHARY DAVIDSON

Customer Copy

To participate: + Visit Talkio.Acellardware.com

 this survey invitation is valid for 72 hours

* Store # 16059

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Survey approximately 5 minutes

Ho porchase necessary. Most be 18 or older to

enter supportables. Maid

amazon.com[.]

Final Details for Order #111-7697596-4995433

Print this page for your records.

Order Placed: October 30, 2022 Amazon.com order number: 111-7697596-4995433 Order Total: \$173.89

Shipped on October 31, 2022

Items Ordered

Price

1 of: ATBAY Large Moving Bags with Strong Handles and Zippers ,No Smell,Storage Bags \$45.99 Transparent 8packs ... Sold by: ATBAY Express (seller profile)

Condition: New

1 of: TICONN 6 Pack Extra Large Moving Bags with Zippers & Carrying Handles, Heavy- \$34.95 Duty Storage Tote for Space Saving Moving Storage Sold by: TICONN US (seller profile)

Condition: New

1 of: Fixwal 4 Pack Clear Clothes Storage Bags Vinyl Organizers with Sturdy Zippers \$19.99 Reinforced Handle Plastic Moving Totes for Comforters, Blankets, Linen, Bedding, Duvet, Transparent Space Saver Containers Sold by: Momok (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on October 31, 2022

Items Ordered

Price

1 of: TICONN 12 Pack Extra Large Moving Bags with Zippers & Carrying Handles, Heavy- \$66.95 Duty Storage Tote for Space Saving Moving Storage Sold by: TICONN US (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$167.88 Shipping & Handling: \$0.00 Your Coupon Savings: -\$4.60 -----Total before tax: \$163.28 Estimated tax to be collected: \$10.61

Grand Total: \$173.89

Credit Card transactions

AmericanExpress ending in 1125: October 31, 2022: \$173.89

To view the status of your order, return to Order Summary.

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Amazon.com - Order 113-7623507-9671459

amazon.com

Final Details for Order #113-7623507-9671459

Print this page for your records.

Order Placed: November 14, 2022 Amazon.com order number: 113-7623507-9671459 Order Total: \$89.38

Shipped on November 17, 2022

Items Ordered

Price

4 of: 100 Peeples - 24mm Plastic Game Piece Tokens in 10 Colors - Bulk Tabletop Game \$14,99 Component Replacement - Fantasy Strategy Game Accessories Upgrade for Carcassonne, Circus, Dos Rios, Agricola, and More Sold by: E-Brands (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 16, 2022

Items Ordered

Price 2 of: Hasbro Gaming Candy Land Kingdom Of Sweet Adventures Board Game For Kids \$11.99 Ages 3 & Up (Amazon Exclusive), Red Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202

Item(s) Subtotal: \$83.94 Shipping & Handling: \$0.00 Total before tax: \$83.94 Estimated tax to be collected: \$5.44

Grand Total: \$89.38

amazon.com

Final Details for Order #113-4868839-8870603

Print this page for your records.

Order Placed: November 16, 2022 Amazon.com order number: 113-4868839-8870603 Order Total: **\$89.43**

Shipped on November 17, 2022

Items Ordered

Price

3 of: 120 Pack Paper Coffee Cups, 8 Oz Disposable Coffee Cups, Red Hot Beverage Cups \$27.99 with Insulated Ripple Wall, Paper Ripple Cups for Christmas, Party and Daily life Sold by: GreenGLOBE (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$83.97 Shipping & Handling: \$0.00 -----Total before tax: \$83.97 Estimated tax to be collected: \$5.46 -----Grand Total:\$89.43

Credit Card transactions American

AmericanExpress ending in 1125: November 17, 2022: \$89.43

To view the status of your order, return to Order Summary.

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Final Details for Order #113-9562938-3241062

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Order Placed: November 14, 2022 Amazon.com order number: 113-9562938-3241062 Order Total: **\$256.02**

Shipped on November 17, 2022

Items Ordered

Price

Price

2 of: 3 Pcs Giant Inflatable Christmas Ball 24 Inch Christmas PVC Inflatable Decorated \$36.99 Ball Large Christmas Inflatables Outdoor Decorations Christmas Blow up Yard Decorations Xmas Giant Inflatable Ornaments Sold by: JetecOnline (seller profile)

Condition: New

1 of: U-QE 5.3 FT Christmas Inflatables Outdoor Decorations, Inflatable Elf in Hot Cocoa \$59.99 Mug with Built-in LED Lights, Cute Blow Up Inflatable Christmas Decorations for Party, Garden, Lawn, Yard, Holiday Sold by: Little Rookie (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 16, 2022

Items Ordered

3 of: Brightown 12 Pack Led Fairy Lights Battery Operated String Lights Waterproof \$13.48 Silver Wire 7 Feet 20 Led Firefly Starry Moon Lights for DIY Wedding Party Bedroom Patio Christmas (12 Pack, Warm White) Sold by: Doris Decor (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 16, 2022

Items Ordered

Price

\$9.99

1 of: Candy Cane Lane Retro Metal Tin Sign Traditional Christmas Sweets and Treats Sign Print Wall Art for Home Living Room Outdoor or Indoor Wall Decor Gift Christmas Candy Cane Lollipop Poster 8x12 Inch Sold by: Putianshilichenggufuhaojiaomaoyiyouxiangongsi (seller profile)

Condition: New

1 of: Joliyoou Christmas Inflatable Decoration, Set of 3 Blowup Gingerbread Man Hand in \$55.99 Hand, Adorable Xmas Inflatable Ginger Bread Man for Winter Holiday Outdoor Indoor Decor, 8FT in Length Sold by: UNOINTER LLC (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$240.39 Shipping & Handling: \$0.00 Total before tax: \$240.39 Estimated tax to be collected: \$15.63

Grand Total: \$256.02

Credit Card transactions

AmericanExpress ending in 1125: November 17, 2022: \$256.02

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Final Details for Order #113-8707141-6616237

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Order Placed: November 14, 2022 Amazon.com order number: 113-8707141-6616237 Order Total: \$41.46

Shipped on November 16, 2022

Items Ordered

3 of: 180pcs White Snowflakes Window Clings Decals Stickers, Christmas Winter \$7.99 Wonderland Ornaments Party Supplies Home Decorations Sold by: US Marcia (seller profile)

Condition: New

1 of: Christmas Gingerbread House Backdrop Winter Merry Xmas Tree Gift Photography \$14.96 Background Family Holiday Party Red Christmas Theme Backdrop Decoration 7x5FT Sold by: LuoRa Ltd (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States

Credit Card transactions

ates

AmericanExpress ending in 1125: November 16, 2022: \$41.46

To view the status of your order, return to Order Summary.

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Price

Item(s) Subtotal: \$38.93

Total before tax: \$38.93

Grand Total: \$41.46

Shipping & Handling: \$0.00

Estimated tax to be collected: \$2.53

Amazon.com - Order 113-3589367-4838664

amazon.com

Final Details for Order #113-3589367-4838664

Print this page for your records.

Order Placed: November 14, 2022 Amazon.com order number: 113-3589367-4838664 Order Total: **\$114.32**

Shipped on November 15, 2022

Items Ordered

Price

1 of: *HYNAWIN Garden Bridge,Wood Arc Footbridge with Safety Rails for Outside, 5FT* \$112.99 Length & 450 lbs Capacity, Classic Decorative Pond Bridge for Landscaping Backyard Creek Pond or Farm Sold by: HYNAWIN (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:	
American Express Last digit	s: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$112.99 Shipping & Handling: \$0.00 Your Coupon Savings: -\$5.65 Total before tax: \$107.34 Estimated tax to be collected: \$6.98

Grand Total: \$114.32

Credit Card transactions

AmericanExpress ending in 1125: November 15, 2022: \$114.32

To view the status of your order, return to <u>Order Summary</u>.

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Amazon.com - Order 113-2885542-8325021

amazon.com

Final Details for Order #113-2885542-8325021

Print this page for your records.

Order Placed: November 14, 2022 Amazon.com order number: 113-2885542-8325021 Order Total: \$67.08

Shipped on November 16, 2022

Items Ordered

Price

1 of: Allenjoy Winter Snowing Night Landscape Forest Backdrop Christmas Wonderland \$62.99 North Pole Moon Snowflake Snow Scene Pine Kids Newborn Photo Booth Props Baby Shower 10x8ft Photography Background Sold by: HaiLong Trading (<u>seller profile</u>)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$62.99 Shipping & Handling: \$0.00

Total before tax: \$62.99 Estimated tax to be collected: \$4.09

Grand Total: \$67.08

Credit Card transactions

AmericanExpress ending in 1125: November 16, 2022: \$67.08

To view the status of your order, return to Order Summary.

Final Details for Order #112-2943806-6119446

Print this page for your records.

Order Placed: November 13, 2022 Amazon.com order number: 112-2943806-6119446 Order Total: **\$231.00**

Shipped on November 13, 2022

Items Ordered

Price

7 of: 3pcs Red Velvet Ribbon Christmas Bows with Gold Wire, Handmade(26"x 12") \$30.99 Large Ribbon Bows, Thanksgiving / Christmas Tree Topper, Garland/ Wreath Bow, Tree Topper, Wired Red Christmas Bows Sold by: Romeo.et.Juliette (seller profile) | Product question? <u>Ask Seller</u>

Condition: New

Shipping Address: Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed: FREE Prime Delivery

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$216.93 Shipping & Handling: \$0.00 Total before tax: \$216.93 Estimated tax to be collected: \$14.07

Grand Total: \$231.00

Credit Card transactions

AmericanExpress ending in 1125: November 13, 2022: \$231.00

To view the status of your order, return to Order Summary.

Give us feedback @ survey.walmart.com Thank you! ID #:7RHN0510M5PP_

Thank you! ID #:7RHN0510M5PP			
Walmart >¦<			
WM Supercenter 904-278-1836 Mgr. NATHANIEL 1505 COUNTY ROAD 220 ORANGE PARK FL 32003 ST# 02920 OP# 009030 TE# 30 4.502 FLAKES 034072121890 3.44 4.502 FLAKES 03407210190 3.44 301 EX FINE 034072100190 3.44 301 EX			
SUBTOTAL 112.58 TAX1 7.5000 % 8.44 TOTAL 121.02 AMEX TEND 121.02 CHANGE DUE 0.00			
VISA DECLINED TRANSACTION VISA CREDIT- 2431 I 1 APPR#0 TRANS ID - 462316015417519 VALIDATION - NA PAYMENT SERVICE - N AID A000000031010 TC A992B5DBC71A4E53 TERMINAL # 22849680 11/11/22 19:25:40 AMERICAN EXPRESS- 1125 I 0 APPR#626567 121.02 TOTAL PURCHASE REF # 231600071918 TRANS ID - 003065396231326 AID A00000025010801 TC 8ACC6BE17D956863			
TERMINAL # 22849680 *No Signature Required 11/11/22 19:25:56 # ITEMS SOLD 31 TC# 5266 9965 4737 3999 3395 1			
Walmart :			

■舒回 Become a

Final Details for Order #111-7691013-3925803

Print this page for your records.

Order Placed: November 10, 2022 Amazon.com order number: 111-7691013-3925803 Order Total: **\$127.79**

Shipped on November 11, 2022

Items Ordered

Price

1 of: Best Choice Products 2-Piece 58in Moose Family Silhouette Set, Outdoor Christmas Holiday Yard Decoration, Weather-Resistant PVC Decor for Lawn, Garden, Display w/Bull & Calf, 6 Ground Stakes - White Sold by: BestChoiceproducts (<u>seller profile</u>) \$119.99

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$119.99 Shipping & Handling: \$0.00 -----Total before tax: \$119.99 Estimated tax to be collected: \$7.80 -----Grand Total: \$127.79

Credit Card transactions

AmericanExpress ending in 1125: November 11, 2022: \$127.79

To view the status of your order, return to Order Summary.

Final Details for Order #111-0023286-0691446

Print this page for your records.

Order Placed: November 10, 2022 Amazon.com order number: 111-0023286-0691446 Order Total: \$505.30

Shipped on November 11, 2022

Items Ordered

2 of: 6 Pcs Outdoor Christmas Flags Snowman Feather Flag Banners 5 ft Christmas \$22.99 Banners for Outside Winter Holiday Decorative Flags for House Garden Lawn Yard Front Porch Seasonal Party Decorations Sold by: Yragrant (seller profile)

Condition: New

2 of: 40 Pieces Christmas Ball Ornaments Mini Christmas Ornaments Set Rustic \$15.99 Christmas Bulbs Ornaments Red and White Christmas Balls Miniature Christmas Tree Ornaments for Xmas Tree Decor, 1 Inch Sold by: BBTO US (seller profile) | Product question? <u>Ask Seller</u>

Condition: New

1 of: WBHome 70ct Assorted Christmas Ball Ornaments Set - White and Red, \$42.99 Shatterproof Ornaments for Christmas Tree Decorations Xmas Holiday Decor, Hooks Included Sold by: Delt Market (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 11, 2022

Items Ordered

Price

Price

1 of: Vickerman M152503 Flat Plastic Candy Iridescent Glitter with 3 Assorted/Clear PVC \$39.99 Box, 7", Red/White Sold by: Hour Loop (seller profile)

Condition: New

1 of: Valery Madelyn 108ct Sweet Candy Red and White Christmas Ball Ornaments\$69.99Decor, Shatterproof Assorted Christmas Tree Ornaments Value Pack for Xmas HolidayDecorationSold by: Valery Madelyn (seller profile)\$69.99

Condition: New

Shipping Address: Margaret Alfano 145 S DURBIN PKWY

SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 11, 2022

Items Ordered

Price

2 of: 2 Rolls Christmas Peppermint Stripe Ribbon Red and White Wired Ribbon Christmas \$21.99 Candy Wrapping Ribbon Christmas Wide Fabric Ribbon for Christmas Wreath Bow Making DIY Craft Home Decoration Sold by: Hifumunge (seller profile) | Product question? <u>Ask Seller</u>

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 12, 2022

Items Ordered

Price

1 of: Nervure 10FT Christmas Castle Inflatable - Christmas Inflatables Castle Candy \$159.99 Santa Reindeer Gingerbread Penguin with Colorful LED Lights for Christmas Yard Garden Outdoor Indoor Decorations Sold by: Eaton online (seller profile)

Condition: New

2 of: 20 Pack Artificial Red Berry Stems, 7.1 Inch Burgundy Red Berry Picks Holly \$11.99 Berries Branches for Christmas Tree Decorations Crafts Wedding Holiday Season Winter Décor Home Decor Sold by: Fangoo US (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed: FREE Prime Delivery

Shipped on November 11, 2022

 Items Ordered
 Price

 1 of: Buffalo Plaid Christmas Ball Ornaments for Xmas Tree ,10 Piece Matte Snow Globe
 \$15.99

Kit with Lettering and Buffalo Plaid Bows for Christmas Farmhouse Home Decoration(White, Black, Red and Black) Sold by: Synkee (<u>seller profile</u>) | Product question? <u>Ask Seller</u>

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$474.87 Shipping & Handling: \$0.00 Promotion Applied: -\$0.40 -----Total before tax: \$474.47 Estimated tax to be collected: \$30.83 -----Grand Total:\$505.30

Credit Card transactions American

AmericanExpress ending in 1125: November 12, 2022: \$505.30

To view the status of your order, return to Order Summary.

Final Details for Order #111-7458363-9409041

Print this page for your records.

Order Placed: November 10, 2022 Amazon.com order number: 111-7458363-9409041 Order Total: **\$298.18**

Shipped on November 11, 2022

Items Ordered

Price

2 of: Best Choice Products 3-Piece 4ft Deer & Sleigh Silhouette Set, Outdoor Christmas \$139.99 Holiday Yard Decoration, Weather-Resistant PVC Decor for Lawn, Garden, Display w/ 2 Reindeer, 6 Ground Stakes - White Sold by: BestChoiceproducts (<u>seller profile</u>)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Local Express Shipping

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$279.98 Shipping & Handling: \$0.00 Total before tax: \$279.98 Estimated tax to be collected: \$18.20

Grand Total: \$298.18

Credit Card transactions Ar

AmericanExpress ending in 1125: November 11, 2022: \$298.18

To view the status of your order, return to Order Summary.

Final Details for Order #111-9627783-5615468

Print this page for your records.

Order Placed: November 10, 2022 Amazon.com order number: 111-9627783-5615468 Order Total: \$382.25

Shipped on November 11, 2022

Items Ordered

Price

2 of: Lehood 9Ft Cedar Christmas Garland Xmas Holiday Decoration Snow Flocked \$44.99 Artificial Wreath with Pinecones Berries for Stairs Fireplaces Wall Door 270G-Snow Sold by: shadee (seller profile)

Condition: New 1 of: Froggys Flakes - 1 Gallon - Snow Machine Juice Fluid - Extra Dry Formula (30 Feet \$29.99 Float/Drop) Sold by: Froggy's Fog (seller profile) | Product question? <u>Ask Seller</u>

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Shipped on November 11, 2022

Items Ordered

2 of: Lehood 9Ft Cedar Christmas Garland Xmas Holiday Decoration Snow Flocked Artificial Wreath with Pinecones Berries for Stairs Fireplaces Wall Door 270G-Snow Sold by: shadee (seller profile) **Price** \$44.99

Price

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed: FREE Prime Delivery

Shipped on November 11, 2022

Items Ordered

1 of: Froggy's Fog Pro Snow Machine - 2022 Model with Wireless Control - Completely \$148.99 Variable Output Flake Size - You Choose a Flurry, a Blizzard or Anything in Between

https://www.amazon.com/gp/css/summary/print.html/ref=ppx_yo_dt_b_invoice_o06?ie=UTF8&orderID=111-9627783-5615468

Sold by: Froggy's Fog (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$358.94 Shipping & Handling: \$0.00 Total before tax: \$358.94 Estimated tax to be collected: \$23.31

Grand Total: \$382.25

Credit Card transactions

AmericanExpress ending in 1125: November 11, 2022: \$382.25

To view the status of your order, return to Order Summary.

Final Details for Order #111-6757380-3534631

Print this page for your records.

Order Placed: November 10, 2022 Amazon.com order number: 111-6757380-3534631 Order Total: **\$26.99**

Shipped on November 10, 2022

Items Ordered

Price

1 of: Christmas Photo Backdrop Santa's Candy Shop Cane Gift Warm Winter Chocolate \$21.97 Xmas Family Holiday Party Background Sweets Show Window Shoppe Background Birthday Party Cake Smash Banner (7X5FT) Sold by: XURAN-US (seller profile)

Condition: New

Shipping Address:

Margaret Alfano 145 S DURBIN PKWY SAINT JOHNS, FL 32259-7224 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method: American Express | Last digits: 1125

Billing address

Margaret Alfano 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$21.97 Shipping & Handling: \$3.59 .----Total before tax: \$25.56 Estimated tax to be collected: \$1.43

Grand Total:\$26.99

Credit Card transactions

AmericanExpress ending in 1125: November 10, 2022: \$26.99

To view the status of your order, return to Order Summary.



Girly-Girl Partea' Inc

245 Ashby Landing Way

St Augustine, FL 32086

UNITED STATES

Tax ID: 26-3162426

www.girlygirlparteas.com

Invoice #1362

Issued : Oct 28, 2022

Due : Oct 28, 2022

\$1056.03

PAID

girlygirlpartea@gmail.com Bill to

Durbin Crossing CDD / Margaret Alfano

malfano@vestapropertyservices.com

Items

Hocus Pocus Witches, Friday, Oct 28 · 6–9 PM at 145 South Durbin Parkway St Johns Florida 32259

\$1056.03 Subtotal \$1056.03

Total

\$1056.03



Date: 10/28/22 Marco's Pizza #8350	Time: 12:38 pm 904-615-9400
Lg	\$10.00
Lg .P	\$9,99
Wings (10)	\$14.78
BBQ Side of Ranch Blue Cheese	
2 Regular Garden Salads 2 Ranch	\$15.98
Subtotal Tax	\$50.75 \$3.30
Delivery Charge	\$4.99 \$7.61
Tip Total	\$66.65
Amex #1125 (Signature required)	\$66.65
Balance Due	\$0.00
Marco's Loyalty Rewards Points Earned Points Balance	51 59
Paul Griffin 145 Durbin Crossings Townho Business Name Durbin Cross	828-361-4371 Mes ing Amenity
Saint Johns FL 32259	nna umentri
Zone:	A5
Order Taker:	Heather
2 Pizza, 1 Wings, 2 Salad	
#522	12:19 pm
Delivery	#522
We're hungry for your feed Receive Free CheezyBread w \$10 menu-price purchase.	
]



10-28-2022 Invoice Number: 1666940632

Constant Contact - Email Plus

Contacts 2501-5000 Contacts Monthly Maximum Number of Contact this billing period: 3645 Period from 9/28/2022 to 10/28/2022 \$798.00 30% Annual pre-pay discount

Paid in full: \$798.00 / Card Number **** **** ***1125 durbinamenities@gmail.com

Final Details for Order #111-0223454-9344239

Order Placed: November 18, 2022 Amazon.com order number: 111-0223454-9344239 Order Total: \$36.90

Shipped on November 20, 2022		
Items Ordered		Price
3 of: 100 Pack Invitation Envelopes-A7 Brown Kraft Invitation Envelopes Used shower, Office	for 5x7 Cards Used for Weddings,Invitations, Baby	\$12.30
Sold by: DaxingShop (seller profile) Business Price Condition: New		
Shipping Address:	Item(s) Subtotal:	\$36.90
Durbin Crossing CDD 145 South Durbin Pkwy SAINT JOHNS, FL 32259	Shipping & Handling:	\$0.00
United States	Total before tax:	\$36.90
	Sales Tax:	\$0.00
Shipping Speed:		
Amazon Day Delivery	Total for This Shipment:	\$36.90
Payment in	formation	
Payment Method:	Item(s) Subtotal:	\$36.90

Payment Method:Item(s) Subtotal: \$36.90American Express I Last digits: 1695Shipping & Handling: \$0.00Billing address----VestaTotal before tax: \$36.90245 RIVERSIDE AVE STE 250Estimated Tax: \$0.00JACKSONVILLE, FL 32202-4944----United StatesGrand Total: \$36.90Credit Card transactionsAmerican Express ending in 1695: November 20, 2022: \$36.90

To view the status of your order, return to Order Summary .

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Final Details for Order #111-6527204-5835439

Order Placed: November 17, 2022 Amazon.com order number: 111-6527204-5835439 Order Total: \$173.91

Shipped on November 18, 2022	
Items Ordered 2 Of: Disposable Fall Thanksgiving Place Mats for Kids 12 Pack Tom Turkey Paper Place Mat 11"x 17" Turkey Thanksgiving Day Table Mat Sheets for Autumn Chi Sold by: Forever Party US (seller profile) Condition: New	
	\$33.96
45 South Durbin Pkwy SAINT JOHNS, FL 32259	\$0.00
	\$33.96 \$0.00
Shipping Speed: Amazon Day Delivery Total for This Shipment:	\$33.96
Shipped on November 20, 2022	
Items Ordered 3 of: Christmas Candy String Lights, 10ft 30 LED 8 Modes Battery Powered Lights, Light Decoration for Christmas Birthday Bedroom Home (Colorful) Sold by: Honoson (seller_profile) Product question? (Ask.Seller.) Condition: New	
Shipping Address: Item(s) Subtotal:	\$44.97
Durbin Crossing CDD Shipping & Handling: 45 South Durbin Pkwy SAINT JOHNS, FL 32259	\$0.00
	\$44.97 \$0.00
Sales Tax:	
	\$44.97

Shipped on November 20, 2022	
Items Ordered	Price
1 of: Intex Candy Zone Inflatable Play Center, 116" X 75" X 51", for Ages 2+ Blue Sold by: Amazon (seller profile)	\$58.99
Business Price Condition: New	

Shipping Address:	Item(s) Subtotal:	\$58.99
Durbin Crossing CDD 145 South Durbin Pkwy	Shipping & Handling:	\$0.00
SAINT JOHNS, FL 32259		
United States	Total before tax:	\$58.99
	Sales Tax:	\$0.00
Shipping Speed:		 • • • • • • • •
Amazon Day Delivery	Total for This Shipment:	\$58.99

Shippe	d on November 20, 2022	
Items Ordered		Price
1 of: Brother inflatable 8FT Lollipop Yard Decorations Birthday Pa	rty , Blow Up Advertising Candy Sign for Wedding Day Decor,	\$35.9 9
Lighted Candyland Balloons Yar		
Sold by: Kaishi Trade (seller profile) Condition: New		
Shipping Address:	Item(s) Subtotal:	\$35.99
Durbin Crossing CDD	Shipping & Handling:	\$0.00
145 South Durbin Pkwy		
SAINT JOHNS, FL 32259 United States	Total before tax:	\$35.99
	Sales Tax:	\$0.00
Shipping Speed:		
Amazon Day Delivery	Total for This Shipment:	\$35.99
	-	
Pa	nyment information	
Payment Method:	Item(s) Subtotal:	\$173.91
American Express I Last digits: 1695	Shipping & Handling:	\$0.00
Billing address		
Vesta	Total before tax:	\$173.91
245 RIVERSIDE AVE STE 250	Estimated Tax:	\$0.00
JACKSONVILLE, FL 32202-4944 United States		
	Grand Total:	\$173.91
Credit Card transactions	American Express ending in 1695: November 20, 2022	: \$94.98
	American Express ending in 1695: November 20, 2022	: \$44.97

To view the status of your order, return to Order Summary .

American Express ending in 1695: November 18, 2022: \$33.96

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Final Details for Order #111-6527204-5835439

Order Placed: November 17, 2022 Amazon.com order number: 111-6527204-5835439 Order Total: \$173.91

Shipped on November 18, 2022	
Items Ordered	Price
2 of: Disposable Fall Thanksgiving Place Mats for Kids 12 Pack Tom Turkey Paper Place Mat 11"x 17" Turkey Thanksgiving Day Table Mat Sheets for Autumn Chi Sold by: Forever Party US <u>(seller profile)</u> Condition: New	\$16.9
Shipping Address: Item(s) Subtotal:	\$33.96
Durbin Crossing CDD Shipping & Handling: 145 South Durbin Pkwy Shipping & Handling:	
SAINT JOHNS, FL 32259 United States Total before tax:	\$33.96
Sales Tax: Shipping Speed:	\$0.00
Amazon Day Delivery Total for This Shipment:	\$33.96
Shipped on November 20, 2022	
Items Ordered 3 of: Christmas Candy String Lights, 10ft 30 LED 8 Modes Battery Powered Lights, Light Decoration for Christmas Birthday Bedroom Home (Colorful) Sold by: Honoson (seller profile) I Product question? (Ask Seller) Condition: New	Price \$14.99
Shipping Address: Item(s) Subtotal:	\$44.97
Durbin Crossing CDD Shipping & Handling: 145 South Durbin Pkwy	\$0.00
SAINT JOHNS, FL 32259 United States Total before tax:	•
Sales Tax: Shipping Speed:	\$0.00
Amazon Day Delivery Total for This Shipment:	\$44.97
Shipped on November 20, 2022	
Items Ordered	Price

1 Of: Intex Candy Zone Inflatable Play Center, 116" X 75" X 51", for Ages 2+ Blue Sold by: Amazon <u>(seller profile)</u> Business Price Condition: New **Price** \$58.99

Shipping Address:	Item(s) Subtotal:	\$58.99
Durbin Crossing CDD	Shipping & Handling:	\$0.00
145 South Durbin Pkwy		*****
SAINT JOHNS, FL 32259 United States	Total before tax:	\$58.99
United States	Sales Tax:	\$0.00
	Odies Tax.	φ0.00
Shipping Speed: Amazon Day Delivery	Total for This Shipment:	\$58.99
		400.33
Sh	ipped on November 20, 2022	
Items Ordered		Price
1 of: Brother inflatable 8FT Lollipop Yard Decorations Birthe	day Party , Blow Up Advertising Candy Sign for Wedding Day Decor,	\$35.99
Lighted Candyland Balloons Yar		
Sold by: Kaishi Trade (seller profile)		
Condition: New		
Shipping Address:	Item(s) Subtotal:	\$35.99
Durbin Crossing CDD	Shipping & Handling:	\$0.00
145 South Durbin Pkwy		
SAINT JOHNS, FL 32259 United States	Total before tax:	\$35.99
	Sales Tax:	\$0.00
Shipping Speed:		φ0.00
Amazon Day Delivery	Total for This Shipment:	\$35.99
		φJJ.33
	Payment information	
Payment Method:	Item(s) Subtotal:	\$173.91
American Express I Last digits: 1695	Shipping & Handling:	\$0.00
Dilling address		
Billing address Vesta	Total before tax:	\$173.91
245 RIVERSIDE AVE STE 250	Estimated Tax:	\$0.00
JACKSONVILLE, FL 32202-4944	Estimated Tax.	ψ0.00
United States	Grand Total:	\$173.91
Credit Card transactions	American Express ending in 1695: November 20. 2022	2: \$94.98
	· · · · · · · · · · · · · · · · · · ·	
	···· · · · · · · · · · · · · · · · · ·	
	Grand Total: American Express ending in 1695: November 20, 2022 American Express ending in 1695: November 20, 2022 American Express ending in 1695: November 18, 2022	2: \$94.9 2: \$44.9

To view the status of your order, return to Order Summary .

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58111L JUINS FL 32235-0	270 201222000000000000000000		
DESCRIPTION	QTY	PRICE	TUTAL
GIANT SUIRL LOLL IPOP GIANT SUIRL LOLL IPOP BRINS BUTTER POPCORN 8 BRINS BUTTER	GENERAL EXEN	PRICE 1.25	0
ł.	SALES TAX Total	\$4.3 \$78.0	
\subset	AMERICAN EXPRE	SS \$78.0	6
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Receipt from Frozen Sweets Truck

Frozen Sweets Truck via Square <receipts@messaging.squareup.com> Sat 11/19/2022 5:05 PM

To: Danelle Demarco <ddemarco@vestapropertyservices.com>



AID: A00000025010801

Signature Verified

Thank you for your business

Receipt Settings

Not your receipt? Manage preferences

© 2022 Square <u>Privacy Policy</u> 1455 Market Street, Suite 600 San Francisco, CA 94103

Final Details for Order #111-7937863-6165843

Order Placed: November 17, 2022 Amazon.com order number: 111-7937863-6165843 Order Total: \$27.99

Shipped on November 19, 2022		
Items Ordered		Price
1 of: 12 Pcs Christmas Yard Sign Gingerbread Man Lawn Sign Gingerbread Man Outdoor Decorations	Gingerbread Yard	\$27.99
Decorations with 24 Pcs Plastic Stakes for H Sold by: BBTO US (<u>seller profile</u>) I Product question? (<u>Ask Seller</u>)		
Condition: New		
Shipping Address:	Item(s) Subtotal:	\$27.99
Durbin Crossing CDD 145 South Durbin Pkwy	Shipping & Handling:	\$0.00
SAINT JOHNS, FL 32259		
United States	Total before tax:	\$27.99
	Sales Tax:	\$0.00
Shipping Speed:		
Two-Day Shipping	Total for This Shipment:	\$27.99
Payment information		
Payment Method:	ltem(s) Subtotal:	\$27.99

Credit Card transactions	American Express ending in 1695: November 19, 2022	: \$27.99
	Grand Total:	\$27.99
JACKSONVILLE, FL 32202-4944 United States		****
245 RIVERSIDE AVE STE 250	Estimated Tax:	\$0.00
Vesta	Total before tax:	\$27.99
Billing address		*****
American Express I Last digits: 1695	Shipping & Handling:	\$0.00
Payment Method:	Item(s) Subtotal:	\$27.99

To view the status of your order, return to Order Summary .

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Final Details for Order #111-1240842-3441854

Order Placed: November 18, 2022 Amazon.com order number: 111-1240842-3441854 Order Total: \$79.98

Shipped on November 19, 2022		
Items Ordered 2 of: Yard Signs, 30 Pack, Blank Sign (white) 12x18 inch Corrugated Plastic Sign Board Short Flute 12" Bundle of 30 Pieces, Great for Advertising Any Events, Open House, Yard Signs, For Sale Signs, Ship Same Day (30Signs18x12) Sold by: YARD SIGNS (seller profile) Condition: New		
Shipping Address: Item(s) Subtotal: Durbin Crossing CDD Shipping & Handling:	\$79.98	
145 South Durbin Pkwy SAINT JOHNS, FL 32259	\$0.00	
United States Total before tax:	\$79.98	
Sales Tax: Shipping Speed:	\$0.00	
Standard Shipping Total for This Shipment:	\$79.98 	
Payment information		

Item(s) Subtotal: \$79.98 Shipping & Handling: \$0.00
Total before tax: \$79.98 Estimated Tax: \$0.00
Grand Total: \$79.98 American Express ending in 1695: November 19, 2022: \$79.99

To view the status of your order, return to Order Summary .

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Final Details for Order #111-6527204-5835439

Order Placed: November 17, 2022 Amazon.com order number: 111-6527204-5835439 Order Total: \$173.91

Shipped on November 18, 2022		
Items Ordered		Pric
2 Of: Disposable Fall Thanksgiving Place Mats for Kids 12 Pack Tom Turkey Paper Place Mat 11"x 17" Turkey Table Mat Sheets for Autumn Chi Sold by: Forever Party US (seller profile) Condition: New	∕ Thanksgiving Day	\$16.9
Shipping Address:	Item(s) Subtotal:	\$33.96
Durbin Crossing CDD 145 South Durbin Pkwy SAINT JOHNS, FL 32259	Shipping & Handling:	\$0.00
United States	Total before tax:	\$33.96
	Sales Tax:	\$0.00
Shipping Speed:		
Amazon Day Delivery T	otal for This Shipment:	\$33.90
Shipped on November 20, 2022		
	<u> </u>	<u> </u>
Items Ordered		Price
3 of: Christmas Candy String Lights, 10ft 30 LED 8 Modes Battery Powered Lights, Light Decoration for Christ. Bedroom Home (Colorful) Sold by: Honoson (seller profile) I Product question? (Ask Seller) Condition: New	mas Birthday	\$14.9
Shipping Address:	ltom(c) Cubtotoli	\$44.97
Durbin Crossing CDD	Item(s) Subtotal:	
145 South Durbin Pkwy	Shipping & Handling:	\$0.00
SAINT JOHNS, FL 32259	Total before tour	
United States	Total before tax:	\$44.97
China ing Casada	Sales Tax:	\$0.00
Shipping Speed: Amazon Day Delivery T	otal for This Chinmant	 ¢44.0*
	otal for This Shipment:	\$44.97

1 of: Intex Candy Zone Inflatable Play Center, 116" X 75" X 51", for Ages 2+ Blue Sold by: Amazon <u>(seller profile)</u> Business Price Condition: New

Items Ordered

Price \$58.99

Shipping Address: Durbin Crossing CDD	Item(s) Subtotal: Shipping & Handling:	\$58.99 \$0.00
145 South Durbin Pkwy	ompping a nanomig.	φ0.00
SAINT JOHNS, FL 32259	Total before tax:	\$58.99
United States	Sales Tax:	\$0.00
	Gales Tax.	φ0.00
Shipping Speed: Amazon Day Delivery	Total for This Shipment:	\$58.99
	rota for this on phient.	φυυ.υυ
Shir	oped on November 20, 2022	
Items Ordered		Price
1 of: Brother inflatable 8FT Lollipop Yard Decorations Birthda Lighted Candyland Balloons Yar Sold by: Kaishi Trade <u>(seller profile)</u> Condition: New	ay Party , Blow Up Advertising Candy Sign for Wedding Day Decor,	\$35.99
Shipping Address:	Item(s) Subtotal:	\$35.99
Durbin Crossing CDD	Shipping & Handling:	\$0.00
145 South Durbin Pkwy SAINT JOHNS, FL 32259		
United States	Total before tax:	\$35.99
	Sales Tax:	\$0.00
Shipping Speed:		
Amazon Day Delivery	Total for This Shipment:	\$35.99
	Payment information	
Payment Method:	Item(s) Subtotal:	\$173.91
American Express I Last digits: 1695	Shipping & Handling:	\$0.00
Billing address		
Vesta	Total before tax:	· (
245 RIVERSIDE AVE STE 250 JACKSONVILLE, FL 32202-4944 United States	Estimated Tax:	\$0.00
United States	Grand Total:	\$173.91
Credit Card transactions	American Express ending in 1695: November 20, 2022	2: \$94.98
	American Express ending in 1695: November 20, 2022	2: \$44.97
	American Express ending in 1695: November 18, 2022	2: \$33.96

To view the status of your order, return to Order Summary .

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Weather Engineers Int Engineers Int Durbin CRC 145 S DURBIN ST. JOHNS F	Jacksonville, FL 322 Phone: (904) 356-3 Fax: (904) 356-496 www.weatherengine CAC041190 Tax ID: 59-307616 BILL TO: #1046 SSING CDD N PARKWAY	236 1963 9 sers.com		LINV Number C33599 SERVICE PER DURBIN CROSSING 145 S DURBIN PKW 730 N DURBIN PKW 730 N DURBIN PKW MAINTENANCE BIL ST. JOHNS FL 3222 Site Number: 1046	CDD YY YY LING ONLY 59
		Badrium dhila in aid	(an with patricipal	Amount Paid:	vz-005
Invoice Date	Customer #	P.O. Number	ion with payment Salesman	Terms	Contract #
11/30/22	104602			30	
		DES	CRIPTION	the second second second	and the second secon
Service Date	e: 11/28/22				and the second second second
equipment as This invoice 145 S Durbin 730 N Durbin	Pkwy Re IVEN	t. ollowing:		lae 800.44	
BY.			•	TOTAL : \$	252.00
status, or on the basi	B OF DISBDITIES OF BEONTRACTOR SHALL A QUALIFIED PROTECTE OY AND ADVANCE IN E	BIDE BY THE REQUIR D VETERANS AND RE	STATE OF LOCAL	PROTECTED Class.	nicity, gender, veterans EGULATION PROHIBITS PRIME CONTRACTORS AND

*** CHECK DATES 12/01/2022 - 12/31/2022 *** C.	ACCOUNTS PAYABLE PREPAID/COMPUTER CAPITAL RESERVE FUND SANK B CAPITAL RESERVE FUND	R CHECK REGISTER H	RUN 1/11/23	PAGE 1
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# ;		STATUS	AMOUNT	CHECK AMOUNT #
12/21/22 00070 10/30/22 JAX 4539 202210 600-53800-	-61000	*	15,444.14	
IRRIGATION REP FY 21-22	YELLOWSTONE LANDSCAPE			15,444.14 000217
12/21/22 00070 11/29/22 JAX 4683 202211 600-53800-	-60000	*	180,068.02	
IRRIGATION UPGRADE/SOD	YELLOWSTONE LANDSCAPE		1	180,068.02 000218
	TOTAL FOR BA	ANK B	195,512.16	
	TOTAL FOR RE	EGISTER	195,512.16	

DURB DURBIN CROSS OKUZMUK



Bill To:

Durbin Crossing CDD c/o Vesta Property Services 145 South Durbin Parkway St. Johns, FL 32259

Property Name: Durbin Crossing CDD

INVOICE

INVOICE#	INVOICE DATE
JAX 468354	11/29/2022
TERMS	PONUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: December 29, 2022 Invoice Amount: \$180,068.02

Description

Sod Replacement and Irrigation Upgrade

Sod Replacement

Invoice Total

\$180,068.02

\$180,068.02

Current Amount

Retainage (0.00%) \$0.00.

Capital





Bill To:

Durbin Crossing CDD c/o Vesta Property Services 145 South Durbin Parkway St. Johns, FL 32259

Property Name:

Durbin Crossing CDD

INVOICE

INVOICE #	INVOICE DATE
JAX 453903	10/30/2022
TERMS	PONUMBER
Net 30	

Remit To: Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: November 29, 2022 Invoice Amount: \$15,444.14

Description Current Amount Irrigation repairs from start-up Irrigation Repairs \$15,444.14 F RECEIVED NOW OF 2022 RECEIVED NOV 0 8 2022 Invoice Total \$15,444.14 ion Repairs le w/ l'for code Cap leas Kipano occurie 2022 NON 200.538.010 034.

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

FIFTH ORDER OF BUSINESS

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED SUSPENSION AND TERMINATION RULES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Durbin Crossing Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities (collectively, "Recreational Facilities"); and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("Board") desires to adopt revised rules relating to the suspension and/or termination of Patrons' rights to utilize the Recreational Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised *Suspension and Termination of Access Rule* ("Suspension and Termination Rules"), which is attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including the holding of a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Suspension and Termination Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*. The *Amended and Restated Amenities Rules Handbook* attached hereto as Exhibit B, which incorporates the new Suspension and Termination Rules, is approved.

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

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

PASSED AND ADOPTED this 23rd day of January, 2023.

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Revised Suspension and Termination of Access RuleExhibit B: Amended and Restated Amenities Rules Handbook

Exhibit A Revised Suspension and Termination of Access Rule

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022) Effective Date: ______, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on ,2023 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Durbin Crossing Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities and other properties owned and managed by the District ("District Property").

2. General Rule. All persons using the Amenity Facilities and entering District Property are responsible for compliance with the rules and policies established for the safe operations of the Amenity Facilities and District Property.

3. Facility Access Cards. Facility Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Facility Access Card for violation of the District's rules and policies established for the safe operations of the Amenity Facilities and District Property.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the amenity access privileges of any person and members of their household to use all or a portion of the Amenity Facilities and District Property for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of a Facility Access Card or otherwise facilitates or allows unauthorized use of the Amenity Facilities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., "Policies Regarding District Amenity Facilities");

g. Treating the District's staff, contractors, representatives, residents, landowners, Patrons or Guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District Property, or other property located on District Property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District Property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's Guest or a member of their household commits any of the above Violations.

Termination of access to the Amenity Facilities and/or District Property shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District Property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability
to remove any person from the Amenity Facilities and District Property if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8. Initial Suspension from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenity Facilities and District Property until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person

suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Facility Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

14. Sexual Offenders. Any individual registered as a "Sexual Offender" as defined in Section 943.0435, Florida Statutes or as a "Sexual Predator" as defined in Section 775.21, Florida Statutes, shall not be permitted to access the Durbin Crossing Amenities, as defined herein. District staff shall not grant Facility Access Cards to individuals who are registered as Sexual Offenders or Sexual Predators and shall immediately deactivate any Facility Access Cards which may have been granted to an individual who is registered as a Sexual Offender or Sexual Predator.

15. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

Exhibit B Amended and Restated Amenities Rules Handbook

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Policies Regarding District Amenity Facilities

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"North Durbin Amenity Facility" consists of the amenity building (offices), pool, water play feature, tot lot, tennis courts, basketball court, recreational field, parking lots, open space and other appurtenances or related improvements, all located in Durbin Crossing North.

"South Durbin Amenity Facility" consists of the amenity building (offices, social hall, and fitness center), pool, waterslide, children's pool, tot lot, tennis courts, basketball courts, recreational field, parking lot, open space and other appurtenances or related improvements, all located in Durbin Crossing South.

"Amenity Facilities" shall collectively mean the North Durbin Amenity Facility and South Durbin Amenity Facility.

"Amenity Center Staff" shall mean the persons responsible for daily operation of the amenity center, including the General Manager, Field Operations Manager, Amenity Manager, lifeguards, facility attendants/monitors, maintenance personnel or any District employee.

"Amenity Facility Gated Area" shall mean all facilities within the gated boundaries of the clubhouse area and includes, but is not limited to, the social halls, fitness centers, tennis courts, and Pool Area.

'Amenity Manager'' shall mean the individual(s) responsible for oversight of the Amenity Facilities and Amenity Center Staff.

'Basketball Facilities" shall mean the basketball courts located at the North Durbin Amenity Facility and the South Durbin Amenity Facility.

"Board" shall be defined as the District Board of Supervisors.

'District Property'' shall mean all property owned by the District including, but not limited to, the Amenity Facilities, common areas, parking lots and ponds.

"Guest" shall mean any person accompanied and invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their guest(s) for the duration of their visit.

"**Family**" shall mean a group of individuals living under one roof or head of household. This may consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the house.

"Patron" shall be defined as persons or entities who own real property within the

District, persons or entities who do not own land within the District who have paid the annual user fee, and tenants residing in a home located within the District pursuant to a valid rental or lease agreement that have been exclusively assigned the beneficial use of the amenity access privileges of the owner of the property at which they reside, as well as the members of their respective Family.

'Policies" shall mean these *Policies Regarding the District Amenity Facilities* and the *Procedure for Securing New Programming* attached hereto as Exhibit A.

"**Pool**" shall mean the swimming pool, waterslide and children's pool at the South Durbin Amenity Facility and the pool, waterslide and water play feature at the North Durbin Amenity Facility.

"**Pool Area**" shall collectively mean the Pool as well as any gazebos, adjacent pool decks, shade structures and other property or improvements within the fenced area surrounding the Pool.

"Renter" – shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

"Service Animals" shall mean dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities

'Tennis Facilities'' shall mean the tennis courts located at the North Durbin Amenity Facility and the South Durbin Amenity Facility.

GENERAL PROVISIONS

Only Patrons and their Guests have the right to use the Amenity Facilities, provided, however, that certain events may be available to the general public where permitted by the District and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

A Renter who is designated as the beneficial user of the owner's rights to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the owner. Renters shall obtain Facility Access Card(s) from the owner of the property at which the Renter resides and to whom the Facility Access Card(s) were issued. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenity Facilities. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.

With the exception of Renters, persons or entities who do not own land within the District must pay the annual user fee applicable to non-residents in order to have the right to use the Amenity Facilities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenity Facilities.

In order to use the Amenity Facilities, a Patron and each member of the Patron's Family must be registered with the District and present their Facility Access Cards upon entering the Amenity Facilities.

All Patrons, Patron Family members, and their Guests using the Amenity Facilities are expected to conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard of the Districts policies and rules and misuse or destruction of facility equipment may result in expulsion from the Amenity Facilities and/or the suspension or termination of Amenity Facilities privileges. Patrons are responsible for the actions and behavior of their Guests and any harm caused by their Guests to District Property.

Except as otherwise stated herein, the following policies govern the use of the Amenities Facilities:

- (1) The annual user fee for the non-exclusive right to use the Amenity Facilities by a non-resident is Three Thousand Five Hundred Dollars (\$3,500.00).
- (2) Two Facility Access Cards will be issued to each Patron, with a maximum of four (4) active Facility Access Cards per Patron household at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost, damaged or stolen Facility Access Cards. No Patron should allow anyone else to use their Facility Access Card except as set forth herein.
- (3) From Spring Break to Labor Day, a Patron household will be allocated twenty-four (24) guest passes for use of the Amenity Facilities, not including use of the Fitness Center. Once the Patron household has exhausted these twenty-four complimentary guest passes, additional guest passes are available for purchase at a rate of Five Dollars (\$5) per guest pass.
- (4) Patron households are limited to a maximum of five (5) Guests at any time.
- (5) Patrons must remain with their Guest(s) for the duration of the Guest(s) visit to the Amenity Facilities. All Guests must sign in or register with the Amenity Center Staff prior to use of the Amenity Facilities.
- (6) Guests are permitted in the Fitness Center on a fee-per-use basis. Patrons may bring no more than two (2) Guests per visit to the Fitness Center at the rate of \$10.00 per day, per Guest. All Guests must sign a liability waiver prior to entering the Fitness Center.

- (7) Children fourteen (14) years of age and under must be accompanied by an adult eighteen (18) years of age or older while using the Amenity Facilities.
- (8) Except where specified otherwise, the South Amenity Center Office hours of operation are as follows:

Tuesday – Sunday 10 a.m. – 6 p.m. Closed Mondays.

- (9) The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close at noon on the day prior to the above listed Holidays.
- (10) All rules, regulations, and hours of operation are subject to change at any time, at the sole discretion of the management.
- (11) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, or any portion of District Property with the exception of preapproved special events, subject to the Facility Rental Policies below. Glass containers and other breakable items are prohibited on the Amenity Facilities premises and elsewhere on District Property except as set forth herein.
- (12) Dogs or other pets (with the exception of Service Animals) are not permitted at the Amenity Facilities. Per St Johns County Ordinance Number 2001-19, dogs or cats, including Service Animals, must be leashed or harnessed at all times except as set forth herein.
- (13) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic, nor should vehicles be parked in common areas overnight.
- (14) Fireworks of any kind are not permitted in the Amenity Facilities or on any portion of District Property.
- (15) No Patron or Guest is allowed in the service areas of the Amenity Facilities.
- (16) Various areas of the Amenity Facilities and District Property are under twenty-four (24) hour video/audio surveillance.
- (17) These Policies may be modified from time to time when necessary by:
 - (i) The Board at a publicly noticed Board meeting; or
 - (ii) The General Manager, Field Operations Manager or Amenity Manager, subject to Board ratification at the next publicly noticed Board meeting.

- (18) The Board, Amenity Manager and Amenity Center Staff have full authority to enforce the District's Policies and rules.
- (19) All Patrons must use their Facility Access Card for entrance to the Amenity Facilities. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Staff.
- (20) Smoking, electronic cigarettes and any vaping devices are not permitted on the Amenity Facilities premises or elsewhere on District Property.
- (21) Barbeque, gas or charcoal grills are not permitted on District Property.
- (22) Patrons and their Guests shall treat Amenity Center Staff and other Patrons and Guests with courtesy and respect.
- (23) The Amenity Facilities do not offer childcare services to Patrons or Guests.
- (24) Skateboarding is not allowed at the Amenity Facilities, including but not limited to the Tennis Facilities, Basketball Facilities, and parking lots.
- (25) No vehicular traffic is allowed on District Property that does not have proper roadways established unless permission is provided by the District or local government.
- (26) No person shall conduct any private class, lesson, or activity, including sports activities, in exchange for compensation (regardless of where, when or how the compensation is paid), or any organized group class, lesson or activity, including team sports activities, at the Amenity Facilities, unless such class, lesson or activity is conducted pursuant to a written agreement with the District or is provided by the contractor hired by the District to provide amenity management services, including its authorized subcontractors. Persons interested in conducting a class, lesson, or activity at the Amenity Facilities must submit a completed Recreational Programming Application to the Amenity Manager for consideration. Following approval of a Recreational Programming Application, a properly executed written agreement along with all documentation required therein must be received by the Amenity Manager prior to the commencement of any class, lesson or activity. Denial of a request to conduct a class, lesson or activity may be appealed to the Board.
- (27) The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each Guest, as a condition of invitation to the premises of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors

shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities premises any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, their Guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of Service Animals) are not permitted within the Amenity Facilities, including but not limited to the Fitness Center, Pool, Tennis Facilities, and Basketball Facilities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL SWIMMING POOL RULES

- (1) All Patrons and Guests must sign in upon entry of the Pool Area. At any given time, an adult Patron may accompany up to five (5) Guests per household at the Pool Area. Patrons and their Guests are limited to a maximum of two (2) vehicles at the Amenity Facilities.
- (2) Lifeguards and Waterslide Attendants are on duty only at the South and North Amenity Facilities on a seasonal basis. Patrons and Guests who use the Pool do so at their own risk.
- (3) Children fourteen (14) years of age and under must be accompanied and supervised by an adult eighteen (18) years of age or older in the Pool Area at all times. All children four (4) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by and within arm's length of an adult at least eighteen (18) years of age at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device must be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) Personal electronic music devices, such as radios, tablets, and speakers, are permitted with the use of headphones. All other electrical equipment is prohibited in the Pool Area.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Pool hours are seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health. The pool at the South Durbin Amenity Facility will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4th). The pool at the North Durbin Amenity Facility will be closed on Tuesdays. Any person swimming when the Pool is closed may, in the sole discretion of the Board, be suspended from the Amenity Facilities.
- (6) Showers are required before entering the Pool Area.
- (7) Alcoholic beverages, glass containers and other breakable items are prohibited in the Pool Area.
- (8) Play equipment such as floats, rafts, snorkels, dive sticks and flotation devices must meet with Amenity Center Staff approval prior to use. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during times of peak or scheduled activity at the swimming pool or if the equipment provides a safety concern or nuisance as determined by Amenity Center Staff. The following items are generally *allowed:* noodles, small/swim training kick boards, water wings, soft foam balls, and water guns

intended for pool use. The following items are generally *prohibited:* large rafts and inflatable pool toys, boogie boards, hard toys, water guns not intended for pool use, and battery operated toys. Radio/remote controlled watercraft are not allowed in the Pool.

- (9) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Facilities or scheduled events.
- (10) Pets (with the exception of Service Animals), bicycles, skateboards, roller blades, scooters, items with wheels, basketballs, volleyballs, any regulation sporting equipment not made for pool use, and golf carts are not permitted on or within the Pool Area.
- (11) Hanging or sitting on the lane lines, interfering with lap-swimming, unauthorized diving/jumping/flipping, running, pushing, wrestling, excessive splashing, spitting water, sitting or standing on shoulders, horseplay, or lewd acts are prohibited in the Pool Area.
- (12) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- (13) The Pool Area is considered a family friendly environment. Proper swim attire must be worn at all times in the Pool Area. Swimwear such as thongs, low-cut bikinis, and overly revealing clothing is prohibited. Patrons and/or their Guests may be asked to leave the Pool Area in the event Amenity Center Staff determine their attire is in violation of this section.
- (14) No chewing gum is permitted in the Pool Area.
- (15) Changing of clothing or diapers is allowed in the restroom but is not permitted on the pool deck.
- (16) No one shall pollute or contaminate the Pool. Any individual responsible for contamination of the Pool may be liable for any costs incurred in treating and reopening the Pool.
- (17) Pool entrances must be kept clear at all times. Bicycles should be parked and locked in the bike racks outside the Amenity Facilities.
- (18) Smoking is not permitted in the Pool Area
- (19) Swinging on ladders, fences, gates or railings is prohibited.
- (20) Pool furniture shall not be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (21) Loud, profane, or abusive language is prohibited in the Pool Area.

- (22) Persons using the waterslide do so at their own risk. Rules for using the waterslide are posted.
- (23) Children may ride the waterslide only if they demonstrate the ability to swim independently to the pool's edge, control their descent on the waterslide, and observe all rules. Children less than forty (40) inches tall are not permitted to ride the waterslide.
- (24) Lingering in the waterslide drop zone is prohibited. Adults supervising children using the waterslide should remain to the side of the drop zone.
- (25) Only one person may ride the waterslide at a time.
- (26) Keep arms and hands inside flumes at all times.
- (27) Goggles, sunglasses, prescription glasses, masks, shorts with snaps or rivets, or flotation devices, including water wings, may not be worn or used while on the waterslide.
- (28) Pregnant women and persons with health conditions or back problems should not ride the waterslide.
- (29) The slide may only be used during pool hours when Waterslide Attendants are on duty at the top and bottom of the waterslide.
- (30) The water play feature at the North Durbin Amenity Facility is limited to children thirteen (13) years of age and under supervised by an adult. The water play feature at the North Durbin Amenity Facility is not monitored by lifeguards. Persons using the water play feature do so at their own risk.
- (31) The children's pool at the South Durbin Amenity Facility is limited to children thirteen (13) years and under who must be supervised by an adult at least eighteen (18) years of age at all time for usage of the pool. The children's pool at the South Durbin Amenity Facility is not monitored by lifeguards. Persons swimming in the children's pool do so at their own risk.
- (32) Food and drink are not permitted within four (4) feet of the Pool.
- (33) Wheeled or large family size coolers are prohibited in the Pool Area.
- (34) The Amenity Center Staff may enforce a ten (10) minute safety break at the end of each hour during which all Patrons and Guests must exit the Pool.

SWIMMING POOL: THUNDERSTORM POLICY

The Amenity Center Staff is in control of the operation of the Pool Area during thunderstorms and heavy rain. The Amenity Center Staff will determine whether swimming is

permitted or not during the times the Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the Pool and pool deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until thirty (30) minutes have elapsed from the last sighting of lightning or sound of thunder.

All outdoor facility rentals are subject to the Thunderstorm Policy, in accordance with the terms of the rental agreement. If the Pool Area is closed in accordance with this policy before one-half the time frame for the rental has lapsed, a full refund of the facility rental fee will be offered. If one-half or more of the time frame has passed before the Pool Area is closed, no refund will be offered. Staffing fees are non-refundable.

SWIMMING POOL: FECES POLICY

Any person who is incontinent or not fully toilet trained must wear a swim-diaper and appropriate waterproof clothing over the swim-diaper when entering or being carried into the Pool.

If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.

FITNESS CENTER POLICIES

The Fitness Center is an unattended facility and persons using the Fitness Center do so at their own risk. Amenity Center Staff is not present to provide personal training, exercise consultation, or first aid to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center is available for use by Patrons and Guests during the hours of 5:00 a.m. to 10:00 p.m.
- (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-940-5850.
- (3) Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Patrons and Guests twelve (12) to fifteen (15) years of age must be accompanied by an adult eighteen (18) years of age or older in order to use the Fitness Center. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron eighteen (18) years of age or older, are properly registered, and pay the Guest fee(s). Proof of age must be provided upon request by Amenity Center Staff.

At any given time, a Patron may accompany up to two (2) Guests per household at the

Fitness Center. A ten dollar (\$10) fee per Guest must be paid at the time of entry. Please note only cash or checks made payable to; Durbin Crossing CDD will be accepted.

All Guests must sign a liability waiver before using the Fitness Center.

- (4) Proper Attire: Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits). Fitness Center attire must be family friendly. Patrons and/or their Guests may be asked to leave the Fitness Center in the event Amenity Center Staff determine their attire is in violation of this section.
- (5) *Food and Beverage:* Food (including chewing gum), alcoholic beverages, glass containers and other breakable items are prohibited in the Fitness Center. Non-alcoholic beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) General Policies:
 - Private lessons or instruction, including but not limited to personal training or fitness/sports instruction, may not be conducted at the Fitness Center absent written approval from the Amenity Manager.
 - Each individual is responsible for wiping off fitness equipment after use.
 - Use of hand chalk in the Fitness Center is prohibited.
 - Personal electronic music devices, such as radios, tablets, and speakers, are permitted with the use of headphones.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes.
 - Talking on your cellphone while using Fitness Center equipment is prohibited.
 - Step away from weight equipment between sets if other persons are waiting.
 - Return all weights to their original location.
 - Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
 - Wet bathing suits are not allowed in the Fitness Center.
 - Skateboards, scooters, basketballs, bikes, and sporting equipment are not permitted in the Fitness Center.
 - Strollers and infant carry seats are not allowed in the Fitness Center.
 - Pets (with the exception of Service Animals) are prohibited in the Fitness Center.

BASKETBALL FACILITIES POLICIES

The Basketball Facilities are unattended facilities and persons using the Basketball Facilities do so at their own risk. Persons interested in using the Basketball Facilities are encouraged to consult with a physician prior to use.

(1) Eligible Users. Patrons and Guests twelve (12) years of age and older are permitted to

use the Basketball Facilities during designated operating hours. Children under twelve (12) years of age must be accompanied by an adult Patron eighteen (18) years of age or older in order to use the Basketball Facilities.

- (2) *Hours.* The Basketball Facilities are available only during daylight hours and may not be used after dark.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper athletic shoes and attire are required at all times while on the basketball courts. Black-soled or open-toe shoes are prohibited on the basketball courts.
- (5) The basketball courts are available to Patrons on a first come, first serve basis. Each Patron and the Patron's Guests are limited to the use of one (1) basketball court when others are waiting.
- (6) The Basketball Facilities are for recreational use by Patrons and their Guest(s) only. Private lessons or classes may not be conducted at the Basketball Facilities absent written approval from the Amenity Manager.
- (7) *General Policies:*
 - Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs.
 - The Basketball Facilities are for the play of basketball only. Pets (with the exception of Service Animals), roller blades, bikes, skates, skateboards, scooters, any items with wheels, or golf carts are prohibited at the Basketball Facilities.
 - Alcoholic beverages, glass containers and other breakable items are prohibited at the Basketball Facilities. Non-alcoholic beverages, however, are permitted on the Basketball Facilities if contained in non-breakable containers with screw top or sealed lids.
 - No chairs other than those provided by the District are permitted on the basketball courts.
 - The courts must be left clean after use.

TENNIS FACILITIES POLICIES

The Tennis Facilities are unattended facilities and persons using the Tennis Facilities do so at their own risk. Persons interested in using the Tennis Facilities are encouraged to consult with a physician prior to use.

(1) Eligible Users. Patrons and Guests fourteen (14) years of age and older are permitted to

use the Tennis Facilities during designated operating hours. Children who are under fourteen (14) years of age must be accompanied by an adult eighteen (18) years of age or older in order to use the Tennis Facilities.

- (2) *Hours.* The tennis courts at the North Durbin Amenity Facility shall be available from sunrise until 9 p.m. daily. The tennis courts at the South Durbin Amenity Facility shall be available from sunrise until 10:00 p.m. daily.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-940-.5850
- (4) *Proper Attire:* Proper tennis shoes and tennis attire are required at all times while using the tennis courts.
- (5) Tennis court play should be suspended when courts are wet or during rainy conditions. Courts are considered wet when puddles or standing water is visible.
- (6) The Tennis Facilities are available on a first come first served basis. Each Patron and the Patron's Guest(s) are limited to the use of one (1) tennis court when others are waiting. If others are waiting, restrict your singles play to one (1) hour and your doubles play to an hour and a half (1¹/₂).
- (7) The Tennis Facilities are for recreational use by Patrons and their Guests only. Private lessons or classes may not be conducted at the Basketball Facilities absent written approval from the Amenity Manager.
- (8) *General Policies:*
 - Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Tennis Facilities must supply their own equipment (rackets, balls, etc.).
 - The Tennis Facilities are for the play of tennis only. Pets (with the exception of Service Animals), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facilities.
 - Alcoholic beverages, glass containers and other breakable items are prohibited at the Tennis Facilities. Non-alcoholic beverages, however, are permitted at the Tennis Facilities if contained in non-breakable containers with screw top or sealed lids.
 - No chairs other than those provided by the District are permitted on the tennis courts.
 - Lights at the Tennis Facilities must be turned off after use.
 - Any tennis program operated, established, and run by the District may have priority over other users of the Tennis Facilities.

- Gates to the Tennis Facilities are NOT to be propped open at any time, under any circumstances.
- Approved and organized play is listed on the South Durbin Tennis Facility bulletin board. The board is located to your right as you enter through the gate, for your reference and planning purposes.

TOT LOTS/RECREATIONAL FIELDS POLICIES

The Tot Lots and Recreational Fields are unattended facilities and persons using the facilities do so at their own risk.

- (1) *Hours*: The Tot Lots shall be available for use from dawn to dusk.
- (2) Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older.
- (3) Persons eleven (11) years and older are not permitted to play on or use the Tot Lots' equipment.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited at the Tot Lots and Recreational Fields.
- (5) The use of profanity or disruptive behavior, including roughhousing, is prohibited.
- (6) Persons using the Tot Lots, pavilions located adjacent to the Tot Lots, or Recreational Fields must clean up any food, beverages and miscellaneous trash brought to the District Property.
- (7) Use of the Tot Lots and Recreational Fields may be limited from time to time due to a District-sponsored event.
- (8) Pets (with the exception of Service Animals) are prohibited from the Tot Lots and Recreational Fields.

FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Facilities for private events. The maximum guest limits referenced above shall not apply to guests attending a Patronsponsored function at the Amenity Facilities. Except as set forth below, only one (1) room or portion of each Amenity Center Social Hall is available for rental on any given day and reservations may not be made more than six (6) months prior to the event. In addition, all rental reservations must be made at least two weeks in advance. Each Patron may rent a portion of the Amenity Facilities no more than four (4) times per calendar year. Patrons interested in doing so should contact the Amenity Center Staff regarding the anticipated date and time of the event to determine availability. Any event established and run by the District may have priority over other users. Please note that the Amenity Facilities are unavailable for private events on the following holidays:

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

- (1) Available Facilities: The following areas of the Amenity Facilities are available for private rental for up to four (4) total hours (including set-up and post-event cleanup), at the following room rental fees:
 - South Durbin Facility Social Hall: *One Hundred Forty Dollars (\$140.00)* [Capacity: 40 persons including Patrons, their Guest(s) and children over three (3) years old.]
 - North and South Patios: *Forty Dollars (\$40.00)* [Capacity: 25 persons including Patrons, their Guest(s) and children over three (3) years old.]

The South Social Hall and Patio may be rented together only during the off-season months from October thru March. Such rental will require only one deposit but will be subject to the rental fee for both areas. The South Social Hall and Patio may be rented separately, however, the Patio and Social Hall cannot be rented simultaneously by two different parties. South Patio rentals will have access to the Patio and Kitchen areas as well as the swimming pool. North Patio rentals will have access to the Patio and swimming pool only. Any refrigerator use will be accessed and controlled by your Party Coordinator.

- (2) The Pool Areas of the Amenity Facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.
- (3) The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from their event.
- (4) *Reservations:* Patrons interested in reserving a portion of the Amenity Facilities must submit to the Amenity Center Staff a completed Facility Use Application. At the time of submission, the Patron shall provide the rental fee referenced above and a deposit as set forth below. Rental fees may be paid in cash or by check. The Amenity Center Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Patrons will receive an email confirmation once the rental request has been approved. Denial of a request may be appealed to the Board.
- (5) Staffing / Party Coordinator: South Social Hall or off-season (October March) North Patio parties will require a Party Coordinator at a rate of one hundred dollars (\$100) per event. Checks or money orders shall be payable to Vesta Property Services, Inc. Upon

completion of the event, the Party Coordinator shall conduct an assessment and make a recommendation to the District as to whether or not the District should retain all or part of any deposit.

- (4) *Deposit:* A deposit in the amount of Five Hundred Dollars (\$500.00) is required at the time the reservation is approved. Deposits must be in the form of check payable to the District. To receive a full refund of the deposit or a release of held funds, the renter must comply with all Policies and the terms of the Facility Use Application as well as ensure the following:
 - Remove all garbage and place in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, tabletops and sink area.
 - Replace garbage liner.
 - Sweep pool decks or Social Hall floors, as applicable
 - Clean out and wipe down the refrigerator, and microwave, if used.

The last event of the day must be finished, including post-event cleanup, by 9:30 p.m. Any event that exceeds the rental time frame, fails to conduct post-event cleanup, or violates the Policies will forfeit all or a part of their deposit. The Amenity Manager shall determine the amount of deposit to return, if any.

- (5) Alcohol Policies:
 - Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the Facility Use Application is submitted shall not be permitted to serve alcohol.
 - Event Liability insurance coverage in the amount of One Million Dollars (\$1.000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
 - Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
 - Patrons must hire a certified bartender to dispense alcohol. Patrons and their guests must be at least twenty-one (21) years of age to be served alcohol. Patrons and their guests must present valid picture identification at the request of the Amenity Manager.
 - Alcohol served on the premises must be consumed on the premises.
 - The District reserves the right to ask intoxicated persons to leave the Amenities Facilities or District property.

(6) General Policies:

- No decorations may be affixed to the walls, doors or any fixtures.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. All music content must be appropriate for all ages.
- Alcoholic beverages, glass containers and other breakable items are prohibited in or around the pool deck.
- Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board.
- Pets (with the exception of Service Animals) are prohibited from any and all rented facilities.
- Rentals of the Amenity Facilities does not include any party supplies such as paper plates, coffee cups, silverware, aluminum foil, storage bags, etc.
- Patrons are responsible for ensuring that their guests adhere to these Policies.
- (7) Third Party Vendors:
 - Any use of a third-party vendor (Magician, DJ, Face Painter, or Balloon Artist, etc.) on any portion of District Property must be approved by the Amenity Manager. If approved, liability insurance coverage in the amount of One Million Dollars (\$1.000,000) listing the District as an additional insured will be required and on file with the Amenity Office a minimum of two (2) weeks prior to the event. Denial of a request for a third-party vendor may be appealed to the Board.
 - Game trucks, bounce houses, inflatables, or smoke/fog machines, are prohibited on all District Property.

SUSPENSION AND TERMINATION OF AMENITY ACCESS PRIVILEGES

- (1) *Introduction.* This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities and other properties owned and managed by the District ("District Property").
- (2) *General Rule.* All persons using the Amenity Facilities and entering District Property are responsible for compliance with the rules and policies established for the safe operations of the Amenity Facilities and District Property.
- (3) Facility Access Cards. Facility Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Facility Access Card for violation of the District's rules and policies established for the safe operations of the Amenity Facilities and District Property.
- (4) Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the amenity access privileges of any person and members of their household to use all or a portion of the Amenity Facilities and District Property for any of the following acts (each, a "Violation"):
 - a. <u>Submitting false information on any application for use of the Amenity</u>

Facilities, including but not limited to facility rental applications;

- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Facility Access Card or otherwise facilitates or allows unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., "Policies Regarding District Amenity Facilities");
- g. <u>Treating the District's staff, contractors, representatives, residents,</u> landowners, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District Property, or other property located on District Property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District Property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests is likely endangered;
- 1. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household commits any of the above Violations.

Termination of access to the Amenity Facilities and/or District Property shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

- (5) Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- (6) Property Damage Reimbursement. If damage to District Property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage

Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

- (7) Removal from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenity Facilities and District Property if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.
- (8) Initial Suspension from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenity Facilities and District Property until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
- (9) Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.
 - a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
 - b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
 - c. <u>The Board shall also determine whether an Administrative Reimbursement is</u> warranted and, if so, set the amount of such Administrative Reimbursement.
 - d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board

meeting after the cost to clean, repair, and/or replace the property is known.

- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- (10) Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
- (11) Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Facility Access Cards associated with an address within the District until such time as the outstanding amounts are paid.
- Appeal of Board Suspension. After the hearing held by the Board required by Section 9, (12)a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
- (13) Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

(1) All persons using or entering the Amenity Facilities are responsible for compliance with,

- and shall comply with, the Policies established for the safe operations of the Amenity Facilities. The District, through its Board, District Manager, Amenity Manager and Amenity Center Staff, shall have the right to take certain action to limit a person's abilityto use the Amenity Facilities when such person commits any of the following prohibited actions:
 - Submits false information on the application for a Facility Access Card.
 - Permits unauthorized use of a Facility Access Card.
 - Exhibits offensive or unsatisfactory behavior, deportment or appearance at the Amenity Facilities.
 - Fails to abide by the rules and Policies established for the use of Amenity Facilities.
 - Treats the District's Amenity Center Staff, representatives, residents or guests in an unreasonable or abusive manner.

- Damages, destroys, renders inoperable or interferes with the operation of the Amenity Facilities, or engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- Is arrested while on the premises of the Amenity Facilities.
- (2) Amenity Center Staff may at any time remove any Patron or Guest from the Amenity Facilities when such action is necessary to protect the health, safety and welfare of themselves, other Patrons and their Guests, or to protect the District's facilities from damage. Amenity Center Staff may at any time restrict or suspend for cause such person's privileges to use any or all of the Amenity Facilities until the next scheduled Board meeting.
- (3) Notwithstanding the foregoing, any time a Patron is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Facilities, such Patron shall-have all Amenity Facilities privileges immediately suspended until the next Board meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's Amenities Facilities privileges.
- (14) Any individual registered as a "Sexual Offender" as defined in Section 943.0435, Florida Statutes or as a "Sexual Predator" as defined in Section 775.21, Florida Statutes, shall not be permitted to access the Durbin Crossing Amenities, as defined herein. District staff shall not grant Facility Access Cards to individuals who are registered as Sexual Offenders or Sexual Predators and shall immediately deactivate any Facility Access Cards which may have been granted to an individual who is registered as a Sexual Offender or Sexual Predator.
- (5) Any Patron whose Amenities Facilities privileges have been terminated is entitled to appeal such termination to the Board, whose determination on appeal shall be final.
- (15) Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

The above Polices were amended and adopted by the Durbin Crossing Community Development District Board of Supervisors this _____day of _____, 20223.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

SIXTH ORDER OF BUSINESS

AGREEMENT BETWEEN DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR FISCAL YEAR 2022-2023 AMENITY FACILITY MANAGEMENT AND MAINTENANCE MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the 1st day of October, 2022, by and between:

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

VESTA PROPERTY SERVICES, INC., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32204 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including two (2) recreation centers that include swimming pools, a fitness room, and other recreation facilities (collectively, "Amenity Facilities"); and

WHEREAS, the District intends to provide for the operation and maintenance of the Amenity Facilities; and

WHEREAS, Contractor has a background in the management and maintenance of recreation facilities and other common areas and is capable and willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into this Agreement with Contractor to manage and/or maintain the Amenity Facilities and common areas and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (collectively, "Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES. From October 1, 2022 through September 30, 2023, Contractor shall provide the Services in accordance with the terms of this Agreement and the attached Exhibit A:

A. Management. Contractor shall provide the following three (3), full-time, onsite managers who shall be responsible for general management and operation of the Amenity Facilities:

i. General Manager. General Manager shall generally oversee all facets of the Amenity Facilities and the District property management and operation;

ii. Field Operations Manager. Field Operations Manager shall generally oversee maintenance, repair and replacement of the Amenity Facilities and the District property, including oversight of and coordination with other District contractors, vendors, and/or service providers;

iii. Amenity Manager. Amenity Manager shall generally oversee all facets of the recreation facility operations, including staffing, scheduling of activities and events, maintaining front reception areas, overseeing room rentals, and various recreation areas of Amenity Facilities.

B. Staffing. Contractor shall provide the following onsite staffing:

i. Facility Attendants. Contractor shall provide hourly attendants to operate the recreation facilities;

ii. Facility Monitors. Contractor shall provide hourly monitors to monitor and maintain the fitness center and gym;

iii. Lifestyle Director. Contractor shall provide a director for the recreation programs for the District;

 iv. Lifeguards. Contractor shall provide lifeguard staff and services at the pool facilities;

v. Maintenance Technician. Contractor shall provide pool maintenance and general facility maintenance services; and

vi. Janitorial Services. Contractor shall provide janitorial services.

4. COMPENSATION. Contractor shall be compensated for providing the Services as set forth in Exhibit B, in accordance with the following terms:

A. Maintenance Services. Except as provided in Exhibit A, the District shall pay the annual cost of pool chemicals, which Contractor shall arrange for the District to purchase directly from the supplier.

B. Lifeguard Services.

i. For each fiscal year, Contractor shall provide a schedule of lifeguards to the District for the District's approval;

ii. Contractor agrees it shall only bill for times that lifeguards are actually on-duty, in accordance with applicable hourly rates provided in **Exhibit B**. Contractor further agrees that it shall not bill for times that lifeguards are not on-duty due to emergency or other situations (e.g., during severe weather events, hurricane preparedness, inadequate staffing, change of schedule. no-shows. etc.);

iii. Contractor agrees it shall staff anywhere between two (2) to six (6) lifeguards at the Amenity Facilities to accommodate for varying seasonal demands, based on past trends of the Amenity Facilities usage and based on its professional judgment. If additional lifeguards are needed, Contractor shall provide a written request to the District, stating the reason for such need.

C. Invoices. Contractor shall invoice the District monthly for the Services provided under this Agreement, except for Lifeguard Services, for which Contractor may invoice the District every two (2) weeks. Contractor shall provide, upon request, copies of employee time cards or other supporting evidence documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt.

5. GENERAL PROVISIONS.

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

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

B. Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Facilities or District property, and shall report to the District Manager all known problems related to the Amenity Facilities or District property within seventy-two (72) hours.

C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

D. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services. Contractor understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District's adopted budget for such items, and should additional office supplies be needed. Contractor shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.

E. Residents shall pay the applicable hourly rate for Facility Attendants and/or Facility Monitors for temporary staffing services, such as after-hours private birthday parties and private facility rentals, the total price for which shall be due to Contractor prior to the commencement of such services.

F. Contractor shall provide use of its Food and Beverage, Alcohol and Catering Licenses for District Events at no additional charge to the District.

G. Contractor shall provide assistance in the development and execution of a Marketing and Communications Plan and periodic community surveys at no additional charge to the District.

H. Contractor shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.

I. Contractor shall make available to the District's Supervisors and District Manager the use of the Vesta Vantage software application at no additional charge to the District; provided however, this provision does not require Contractor to share proprietary information regarding the Vesta Vantage software application;

J. Contractor shall perform periodic energy audits to assist in the reduction of the District's utility costs at no additional charge to the District.

K. Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District.

L. Contractor shall use its CPC service department for licensed pool equipment repairs if such use will result in a lower repair cost to the District. For any pool equipment repair estimated to cost in excess of \$500 proposed to be performed by Contractor's CPC service department, Contractor shall first obtain a legitimate quote from a third-party service provider which quote must demonstrate that Contractor is the lower cost alternative for the repair. If the pool equipment repair is estimated to cost in excess of \$5,000. Contractor shall first obtain three legitimate quotes from third-party service providers which quotes must demonstrate that Contractor is the lower cost alternative for the repair. If the pool equipment repair is estimated to cost in excess of \$5,000. Contractor shall first obtain three legitimate quotes from third-party service providers which quotes must demonstrate that Contractor is the lower cost alternative for the repair; and

M. To the extent that any other terms provided in **Exhibit A** conflict with the terms of this Agreement, the terms of this Agreement shall control.

SHARING OF REVENUES. Recreation, sports and other programs as described in 6. Exhibit A shall be reasonably priced, with the objective of maximizing Patron participation. The participants of these programs shall be charged directly by Contractor for such services, with fifty percent (50%) of all program net revenues remitted to the District. Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. The sharing of revenues contemplated in this paragraph is conditioned upon Contractor having the exclusive right to offer all personalized instruction at the Amenity Facilities during the term of this Agreement, in accordance with District rules and policies; provided however, if Contractor does not offer a specific program or does not allow for sufficient capacity in a program to serve the District's residents, the District is permitted to arrange for and allow other program providers to use the District's Amenity Facilities. For purposes of this Agreement, Contractor shall be deemed to "offer personalized instruction" if such instruction is provided directly by Contractor's staff or by a third-party provider identified by Contractor and approved by the District's Board of Supervisors in accordance with District rules and policies. Should the District determine that the cost of a program(s) offered by Contractor is too expensive, the District shall have the option to inform Contractor in writing that the District is reducing the percentage of program revenues to be paid to the District, and Contractor shall reduce the cost of the programming charged to residents by an amount equal to the total amount being waived by the District.

7. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently begin repairs of any damage resulting from the Services within twenty-four (24) hours, and complete such repairs as soon as possible thereafter. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly, and in no event within more than seventy-two (72) hours, provide a written report to the District Manager documenting all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

10. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. The District shall have the right to elect to terminate section 3.B.vi herein, and section 1 Task 2 of Exhibit A, solely with respect to Janitorial Services (with all other provisions of this Agreement remaining intact) at any time upon thirty (30) days' written notice. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination. Furthermore, upon termination, the District agrees not to employ or otherwise contract with Contractor's Facility Manager for one (1) year from the effective date of termination and/or the expiration of this agreement.

11. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness. or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

iii. Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

B. The District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insured parties on the Commercial General Liability Insurance policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

12. INDEMNIFICATION.

Contractor agrees to defend, indemnify, and hold harmless the District and A. its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, the negligence or willful misconduct of Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties: however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further 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 other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

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

14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise. then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

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

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

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

А.	If to Contractor:	Vesta Property Services, Inc. 245 Riverside Avenue, Suite 300 Jacksonville, Florida 32204 Attn: Dan Fagen
B. If to Distri	If to District:	Durbin Crossing Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement. any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.
19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of 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 Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

22. EFFECTIVE DATE; TERM. This Agreement shall be effective October 1, 2022, and conclude on September 30, 2023, unless terminated earlier in accordance with section 10, above.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, DLAUGHLIN@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. 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.

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

28. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law. and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

30. E-Verify. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the

Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

[Signatures on next page]

4875-4699-4211.4

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

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Chairperson/Vice Chairperson

VESTA PROPERTY SERVICES, INC.

By:

Exhibit A:Scope of ServicesExhibit B:Compensation & Hourly Rates

By: Danie more Its:

4875-4100-42214

EXHIBIT A

1. SCOPE OF MANAGEMENT SERVICES

Task 1. - Management and Staffing

The below descriptions provide for a minimum standard for management and operation of the District and staffing for the same. If Contractor believes a different management, operation, and/or staffing structure would be more beneficial to the District, it shall be proposed as an alternate so that the District can evaluate both approaches.

- A. General Manager. The General Manager shall:
 - Manage all maintenance and recreation operations for the community:
 - Manage the entire staff provided by Contractor and ensure mission completion:
 - Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, HOA meetings, property issues, etc.) using social media;
 - Manage and execute the maintenance and recreation budget adopted by the District board and provide monthly update of all project expenditures;
 - Ensure both Amenity Facilities are kept in pristine condition for residents at all times:
 - Report any major issues or cost overruns promptly to the District Manager or the District Board Chairperson;
 - Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including but not limited to janitorial, security, lifeguard, lake maintenance, and landscape maintenance);
 - Present professional "to the point" updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
 - Train all staff to treat residents with respect;

Contractor represents and warrants that the General Manager has at least 5 years of management experience in a similar environment or community atmosphere, has expansive working knowledge of social media, such as Facebook and email, and Microsoft Word, Excel, and Power-Point, enabling the General Manager to carry out all necessary duties of Contractor in accordance with this Agreement.

- B. <u>Field Operations Manager and Staff.</u> The Field Operations Manager reports directly to the General Manager and shall:
 - Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
 - Supervise any staff hired by Contractor necessary to perform the Maintenance Manager's duties contained herein;
 - Ensure that all landscape around the community stays in pristine condition at all times;
 - Ensure all trees remain healthy and pruned/trimmed. dead trees are replaced quickly, all
 shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is
 replaced quickly when needed, ensures all mulched areas are kept clean of debris and trash,
 ensure all sidewalks are kept free of dog and bird feces, ensure all dog feces boxes are kept
 stocked with bags, etc.;
 - Consistently monitor all community ponds for algae and seepage/bank issues;
 - Complete emergency repairs to broken sprinkler heads, etc.;
 - Coordinate major repairs (outside of landscape contract) and report to General Manager for approval;
 - Treat all residents with respect;
 - Report professionally at each District meeting with status of all repairs completed and provide suggestions of key items needed to enhance our community;
 - Pick up trash around the community daily;
 - Read water meters with St. Johns County personnel once a month;
 - Maintain both Amenity Facilities and other community properties, parks, common areas, etc.; complete minor repairs to the clubhouses for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, etc.;
 - Responsible for daily repairs and upkeep to all facilities including tennis courts, parking areas, playgrounds, basketball courts, monuments, park areas, clubhouses. volleyball areas, etc.:
 - Repair equipment as able and promptly report the need for any repairs not able to be
 performed; monitor condition of all doors, adjoining fencing and gates and resolve any
 problems, either through repairs or adjustments or securing services of door/gate
 contractor; touch-up painting as needed; control cobwebs and prevent other debris from
 accumulating on exterior walls; and replace interior lights and air conditioner filters as

needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);

- Maintain an up-to-date operations and maintenance manual, complete with current drawings;
- Survey all community light structures weekly and replace as needed or call JEA for replacement of major community lights;
- Monitor all roads for potholes or drainage issues and report to the appropriate groups for repair;
- Report major repairs in a timely manner and ensure contracts are issued quickly and repairs made professionally. These must be approved by the General Manager;
- Pressure wash all pool decks, monuments, hardscape, sports courts and clubhouses at least twice per year, or more often if needed;
- Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- Provide written work-in-progress reports for projects, and provide written amenities and field operations reports and written inspection reports.

Contractor represents and warrants that the Maintenance Manager has at least 5 years of experience maintaining a similar community, apartment or housing complex, or otherwise, and has prior experience managing contractors and licensees, and has experience with landscape maintenance and general facility maintenance in similar scope to the District.

Note: Necessary facility repairs that are beyond the capabilities of Contractor's staff, or which are required due to an emergency for which Contractor does not reasonably have time to respond with its staff. are outside the scope of services. In such instances, Contractor shall obtain quotes from third-parties to perform such repairs. and supervise such repairs after a quote has been approved by the District Manager if the repair is under \$5,000, or by the District's Board of Supervisors if the repair is \$5,000 or above.

- C. <u>Amenity Manager</u>. The Amenity Manager reports directly to the General Manager and shall:
 - Supervise and schedule Facility Attendants, Facility Monitors and Lifeguards:
 - Supervise the Event Planner/Party Coordinator:
 - Develop and administer athletic and cultural lessons, classes, programs and leagues available to the Durbin Crossing community:
 - Field resident questions and concerns regarding the amenity facilities and program;
 - Respond to and document incidents that occur at the amenity facilities;
 - Administer the card access program for residents, guests and others using the District's amenity facilities;
 - Prepare a yearly schedule of lifeguards for the District's approval;
 - Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Rules of Procedure.

Contractor represents and warrants that the Amenity Manager has least 5 years of management experience in a similar environment or community atmosphere.

- D. <u>Event Planner/Party Coordinator</u>. The Event Planner/Party Coordinator shall report directly to the Amenity Manager and shall:
 - Receive a set budget to plan parties/events for residents each year. (Examples of events include seasonal events, teen parties, pool parties, fun runs, scavenger hunts, food trucks, wine tasting, polar plunge, parents' night out events, holiday parties, etc.):
 - Provide the District with an event calendar prior to each fiscal year outlining a description
 of each event, budget for each event, etc.;
 - Plan community parties and events catered to children of all ages and events for adults and seniors, as envisioned by the District or Contract in concerted effort or otherwise; and
 - Coordinate and oversee private rentals of the District's facilities.

Contractor represents and warrants that the Event Planner/Party Coordinator has least 3 years of experience planning and running events as described herein, including proficiency in preparing pamphlets for these events using the appropriate software and media sites.

E. Facility Attendants. The Facility Attendants shall report to the Amenity Manager and shall:

- Be responsible for daily upkeep at each amenity center. Typical activities include: picking up trash inside the Amenity Facilities, picking up trash at the volleyball courts, tennis courts, trash bins, playgrounds, playfields, clean trash from the pool, sweep the pool deck, clean cobwebs from the lights, keep the office and conference rooms orderly, etc.;
- Monitor resident badges using visual confirmation and one employee shall remain in the
 office at all times during normal business operations. No resident shall enter the Amenity
 Facilities without visual confirmation from the computer program;
- Monitor the tennis courts, basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
- Set-up conference rooms as requested by paying residents;
- Clean the refrigerators after each party or event;
- Assist the party planner as needed during events and for cleanup afterwards;
- Treat residents with respect;
- Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff. as appropriate: and
- Notify the Amenity Manager of repairs as needed.

Between September and April ("Off Season"), there is generally no Facility Attendant present at the North Amenity Center.

Between April and September ("Prime Season"), there shall be one (1) Facility Attendant present at the North Amenity Center during the following hours:

Monday	11:00 a.m. to 7:00 p.m.
Tuesday	Facility Closed
Wednesday	11:00 a.m. to 7:00 p.m.
Thursday	11:00 a.m. to 7:00 p.m.
Friday	11:00 a.m. to 7:00 p.m.
Saturday	11:00 a.m. to 7:00 p.m.
Sunday	11:00 a.m. to 7:00 p.m.

* From Wednesday through Friday, Facility Attendant may be scheduled only as needed.

There shall be at least one (1) Facility Attendant present at the South Amenity Center year round during the following hours:

Monday	9:00 a.m. to 6:00 p.m.
Tuesday	9:00 a.m. to 6:00 p.m.
Wednesday	9:00 a.m. to 6:00 p.m.
Thursday	9:00 a.m. to 6:00 p.m.
Friday	9:00 a.m. to 6:00 p.m.
Saturday	9:00 a.m. to 6:00 p.m.
Sunday	9:00 a.m. to 6:00 p.m.

- F. Facility Monitors. 1 acility Monitors shall report to the Amenity Manager and shall:
 - Monitor resident badges using visual confirmation and one employee shall remain in the office at all times during normal business operations. No resident shall enter the Amenity Facilities without visual confirmation from the computer program;
 - Monitor the tennis courts. basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
 - Open the amenity center and prepare it for resident use in the morning, close the amenity center at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
 - Treat residents with respect;
 - Respond to and document incidents that occur at the amenity facilities;
 - Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff, as appropriate; and
 - Notify the Amenity Manager of repairs as needed.

There shall be at least one (1) Facility Monitor present at the South Amenity Center <u>year round</u> during the following hours:

Monday	5:00 a.m. to 10:00 p.m.
Tuesday	5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.
Wednesday	5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.
Thursday	5:00 a.m. to 9:00 a.m.: 6:00 p.m. to 10:00 p.m.
Friday	5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.
Saturday	5:00 a.m. to 10:00 a.m.; 6:00 p.m. to 10:00 p.m.
Sunday	5:00 a.m. to 10:00 a.m.; 6:00 p.m. to 10:00 p.m.

Task 2. - Janitorial Services

Contractor shall perform the following duties in order to maintain the cleanliness of the Amenity Facilities' indoor space and bathroom areas:

- Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, cleaning all tiled areas and cleaning windows and bathrooms:
- In addition to vacuuming. maintain carpeting by treating stained areas;
- Window cleaning includes window ledges and blinds;
- Bathroom cleaning includes but is not limited to all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (costs of paper products and soap shall be included in the flat annual fee proposal);
- Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights:
- Cleaning of tiled areas includes dust mopping, damp mopping and baseboards;
- Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labelled and stored;
- Contractor shall furnish the necessary cleaning equipment and supplies for the provision
 of the janitorial services described herein. Should extraordinary cleaning services be
 required (as agreed to in writing by the District Board or District Manager), such as special
 treatment of carpet stains by an outside contractor, such special janitorial services and/or
 equipment/supplies shall be billable to the District; and
- Wiping down and cleaning of fitness equipment no less than twice weekly is required; preventative maintenance of fitness equipment is excluded from the scope of Contractor's responsibilities.

Task 3. - Pool Maintenance Services

Contractor shall provide the following duties in order to maintain the District's swimming pools:

- Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), F.A.C., per site visit;
- Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d), F.A.C.;
- Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition;
- Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed at least three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary:
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager;
- All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed <u>separately</u>. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with the first two Items of this page;
- The Monthly Pool Service Fee Proposal shall include provision of an automated chemical controller provided by Poolsure at no additional cost to the District; and
- These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.

Task 4. - Lifeguard Services

- Contractor shall be responsible for all duties associated with staffing lifeguards at the pool facilities including recruiting, hiring, training, scheduling and supervising all personnel. Contractor shall perform normal lifeguarding duties such as monitoring Patrons in the pool area, responding to first aid situations, enforcement of District rules and policies, and light pool area cleaning including such tasks as cleaning tile, sweeping the deck, straightening pool furniture, wiping off tables in the designated eating areas as needed or requested, and emptying trash cans during down times. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the schedule provided herein;
- All personnel performing lifeguard duties, and all immediate supervisory personnel, shall be certified in accordance with Florida Statutes and regulations and shall be in full compliance with all relevant Federal, State and local statutes, regulations and rules. Contractor shall provide the District with documentation demonstrating compliance with this section;
- Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the pool facilities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. Contractor shall not file any claims with the District's insurance company without first seeking the prior consent of the District;
- Contractor shall comply with all laws, rules, regulations and requirements of governmental agencies governing or otherwise related to the provision of lifeguard services. Further, Contractor shall promptly and in no event less than seventy-two (72) hours notify the District in writing of any orders or conditions of which it receives notice from a governing entity having jurisdiction over the pool facilities. Costs of compliance with such orders or conditions shall be the responsibility of the District; provided, however, that if such requirements are imposed specifically on Contractor's personnel, then Contractor shall be required to bear such expense. By way of example and not limitation, costs to comply with changes in requirements for certifications of lifeguards shall be the responsibility of Contractor: costs to comply with changes in requirements for the Amenity Facilities themselves shall be the responsibility of the District. Recognizing that Contractor may be in possession of information required, Contractor shall cooperate fully and in good faith with the preparation by the District for execution and filing by the District of any forms, reports and returns which may be required by law in connection with the ownership, maintenance and operation of the District's pool facilities. By way of example and not limitation, this includes renewal of permits, the filing of required forms with the Department of Health, etc.;
- Contractor's personnel shall be familiar with all District written rules and policies and shall
 use their best efforts and sound professional judgment to inform persons using the pool
 facilities, as appropriate in each situation, of the applicable rules, policies and notices as

may be promulgated by the District from time to time. Contractor shall ensure that its personnel conform therewith and use their professional judgment to enforce said rules, policies and notices while staffing the pool facilities. Contractor assures the District that all third-parties will be dealt with at arm's length, and that the District's best interest will be served at all times; and

- Contractor shall provide a schedule of lifeguards to the District Board of Supervisors for their approval for each fiscal year. If the pool is closed for the day or is closed earlier than the scheduled time (during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

Exhibit B

Compensation & Hourly Rates

Annual Compensation

Facility Manager	\$63.508.00
Field Operations Manager	\$72,224.79
General Manager	\$105,846.67
Facility Attendants & Monitors	\$139,258.28 (hourly)
Maintenance Technicians and Janitors	\$101.862.47
Mobile App	\$2.750.00
Lifeguards	\$82,771.30 (hourly)

Hourly Rates

Lifeguards	\$20.85
Facility Attendants	\$19.61
Facility Monitors	\$19.61

TENTH ORDER OF BUSINESS

AGREEMENT REGARDING USE OF THE DISTRICT'S RECREATION FACILITIES

This Agreement is made and entered into this ____ day of _____, 2023, by and between:

Durbin Crossing Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, with offices at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "**District**"), and

Durbin Crossing Dolphins Swim Team, Inc., a Florida not-for-profit corporation, with a mailing address of 2220 County Road 210W Suite 108-212, St. Johns, Florida 32259 (the "**Swim Team**" and, together with the District, the "**Parties**").

RECITALS

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

WHEREAS, the District owns, operates and maintains a recreation facility, which includes a competition pool ("**Competition Pool**"), as a District improvement;

WHEREAS, the Swim Team approached the District and desires to make use of the Competition Pool at the District's recreation facility for practices and the hosting of one (1) mock swim meet and three (3) home swim meets; and

WHEREAS, the District is willing to allow the Swim Team and its coaches to make use of the Competition Pool for practices and meets provided that such use does not impede the District's operation of the recreation facility as a public improvement; and

WHEREAS, the District has determined that providing the Swim Team with the ability to use the Competition Pool is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

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

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

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

SECTION 2. TERM. The term of this Agreement shall commence and be effective as of April 24, 2023, and shall remain in effect until July 17, 2023, unless cancelled earlier in accordance with Section 9 below. However, the covenants and obligations of the Swim Team contained in Sections 5, 6, and 7 shall survive cancellation for acts and omissions which occurred during the effective term of this Agreement.

SECTION 3. USAGE BY SWIM TEAM. The Swim Team may use the Competition Pool for practices and meets, as further detailed in the Practice Schedule attached as **Exhibit A**. The Swim Team will have one (1) mock swim meet and three (3) home swim meets to be scheduled on Saturdays. The meets shall not interfere with the pool cleaning schedule. The Swim Team's practice schedule and meet schedule shall be coordinated with the District's Amenity Manager, and such scheduling shall be at the Amenity Manager's sole discretion. The Swim Team agrees that such use shall be in conjunction with the use of the recreation facility by other members of the public, and the Swim Team's use shall not interfere with the operation of the recreation facility as a public improvement. The Swim Team agrees that all use of the District's facilities shall be subject to the policies and regulations of the District, including, but not limited to, the Guidelines for the Swim Team Usage which are incorporated herein and attached as **Exhibit B**. The Swim Team further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

SECTION 4. COMPENSATION. The Swim Team agrees to pay the cost of the janitorial services in the amount of Eighteen Dollars (\$18.00) per hour and the cost of the lifeguard services during the one (1) mock meet and three (3) swim meets.

SECTION 5. CARE OF THE PROPERTY. The Swim Team agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any meet participants invited to the District's recreation facility to do the same. The Swim Team agrees that it shall assume responsibility for any and all damage to the District's facilities or lands as a result of the Swim Team's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's facilities or lands occurs, the District shall notify the Swim Team of such damage. The Swim Team agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the District's lands, facilities, residents and landowners. The Swim Team agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.

SECTION 6. 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. Notwithstanding this, the Swim Team's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than One Hundred Dollars (\$100.00).

SECTION 7. INDEMNIFICATION AND INSURANCE. The Swim Team agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries,

death, property damage or of any nature, arising out of or in connection with, the use of the District's facilities and District lands by the Swim Team and its guests, including litigation or any appellate proceedings with respect thereto. In the event legal representation or defense is provided pursuant this Agreement, the Swim Team shall be responsible for all costs and fees associated with such representation; however, the District shall be entitled to direct the defense and settle or compromise the action or claim. The Swim Team agrees that nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute. The Swim Team agrees and covenants to provide liability insurance in an amount acceptable to the District Manager at the District Manager's sole discretion, and the Swim Team's insurer shall provide evidence of such insurance in the form of an insurance certificate naming the District, its supervisors and staff as certificate holders and additional insured parties, at least thirty (30) days prior to commencing use of the District's facilities under this Agreement. Additionally, the Swim Team agrees that its policy may not be cancelled during the term of this Agreement without at least thirty (30) days' written notice to the District.

SECTION 8. WAIVER AND RELEASE. The Swim Team shall provide to the District a Durbin Crossing Community Development District Waiver and Release from Liability ("**Release**"), in the form attached hereto as **Exhibit C**, fully executed by each participant and the parent or legal guardian of such participant, prior to that participant's use of the District's facilities. The Swim Team shall not permit any participant to use the District's facilities for the purposes set forth in this Agreement without first providing the District with a fully executed Release for that participant. Should the Swim Team fail to comply with this Section 8, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary.

SECTION 9. CANCELLATION. Both Parties shall have the right to cancel this Agreement at any time without cause. However, the covenants and obligations of the Swim Team contained in Sections 5, 6 and 7 shall survive cancellation for acts and omissions which occurred during the effective term of the agreement.

SECTION 10. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 11. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both Parties hereto.

SECTION 12. NO TRANSFER OR ASSIGNMENT. This Agreement shall be for the sole use by the Swim Team and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of this Agreement without such prior written consent shall be void. Neither the District nor the Swim Team may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. **SECTION 13. APPLICABLE LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida.

SECTION 14. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

If to Swim Team:	Durbin Crossing Dolphins Swim Team, Inc. 2220 County Road 210W, Suite 108-212 St. Johns, Florida 32259 Attn:
If to District:	Durbin Crossing Community Development District 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Michael C. Eckert

SECTION 15. PROFESSIONAL JUDGEMENT. The Swim Team represents that it is qualified to operate a swim team and to provide certified, trained and qualified swimming instructors and/or coaches. The Swim Team further represents that its swimming instructors and/or coaches are certified as provided in Section 514.071, *Florida Statues*, and all other applicable laws. The Swim Team shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants and employees. All minors participating in the swim team shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any swimmer while using the Competition Pool. Any and all waivers signed by the Swim Team's swimmers shall acknowledge the fact that the District is not responsible.

SECTION 16. REQUIREMENTS RELATED TO COVID-19. Effective immediately and until further notice, the Association must implement the following measures:

A. The Association is responsible for providing adequate hand sanitizer and cleaning/sanitization supplies for all of its participants, and for enforcing social distancing and/or mask wearing, as appropriate, among its participants, consistent with all federal, state, local, and industry requirements, guidelines, and best practices, including but not limited to those promulgated by the State of Florida through executive orders or otherwise, by the Center for Disease

Control and Prevention, by the Department of Health, by local governmental orders, and by USTA. Association agrees to cooperate in good faith with any other restrictions the District may place on the use of its Competition Pool and/or other recreation facilities.

- **B.** The Association agrees to implement a safe and reasonable means to facilitate the entry, presence and exit of parents, members, coaches, staff, and volunteers, and to discourage congregation in large groups at the Competition Pool.
- **C.** In the event that any individual associated with the Association who has used the District's Competition Pool tests positive for COVID-19, the Association shall immediately notify the District, conduct appropriate contact tracing, and cease all use of the District's Competition Pool until the District notifies the Association that use may resume.
- **D.** Participants shall show up changed and ready to participate and may not change at the District's facilities. Use granted herein is limited to the District's Competition Pool.
- E. The District reserves the right to cancel any previously scheduled practice or tournament, and/or to terminate the Agreement for any reason or no reason, including but not limited to increasing state or local rates of COVID-19 transmission or positivity or federal, state, or local orders imposing restrictions that make it impractical or inadvisable, in the District's discretion, to allow access to the District's Competition Pool under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Chairperson, Board of Supervisors

DURBIN CROSSING DOLPHINS

SWIM TEAM, INC., a Florida not-forprofit corporation,

By:		
Its:		

Printed Name

Exhibit A – Practice Schedule Exhibit B – Guidelines for Swim Team Usage Exhibit C – Waiver and Release

EXHIBIT A PRACTICE SCHEDULE

		2023 PRAC	TICE SCHEDULE		
	SCH	HOOL SCHEDULE	(APRIL 24th - M	AY 22nd)	
Mon	Tues	Weds	Thur	Fri	Sat
4:45 - 5:45 pm (C)			4:45 - 5:45 pm (C)		7:00 - 8:15 am (11 & Up
5:30 - 6:30 pm (B)			5:30 - 6:30 pm (B)		8:00 - 9:00 am (A)
6:15 - 7:15 pm (A)			6:15 - 7:15 pm (A)		8:45 - 9:45 am (B)
7:00 - 8:15 pm (11 & Older)	No Practice	No Practice	7:00 - 8:15 pm (11 & Older)	No Practice	9:30 - 10:30 am (C)
Evaluations for new swimme	rs Thursday, Ap	ril 21st from 5:30-7pm			
First day of practice for all sw	immers will be	Monday, April 25th - REQUIRE	D PARENT MEETING DURING	PRACTICE	
	SU	MMER SCHEDUL	E (MAY 27th - Jl	JLY 15th)	
Mon	Tues	Weds	Thur	Fri	Sat
4:00 - 5:00 pm (C)		7:00 - 8:15 am (11 & Older)	7:00 - 8:15 am (11 & Older)	7:00 - 8:00am (11 & Older)	
4:45 - 6:00 pm (B)		8:00 - 9:15 am (A)	8:00 - 9:15 am (A)	7:45 - 8:45am (A)	
5:45 - 7:00 pm (A)		9:00 - 10:00 am (B)	9:00 - 10:00 am (B)	8:30 - 9:15am (B)	
6:45 - 8:00 pm (11 & Older)	No Practice	9:45 - 10:45 am (C)	9:45 - 10:45 am (C)	9:00 - 9:45 am (C)	MEETS
Exceptions to the practice sch	hedule:				
NO PRACTICE: May 25 - May 2	29 Memorial Day	Program Break	denter and the second		
2023 MEET SCHE	DULE - Mee	ts (Saturday AM), Mocl	k Meet and Virtual Mee	et (Monday PM)	1.4
Date	Day	Time	Meet	Location	
			Mock Meet	Durbin Crossing	
		()			(n
			Champs	TBD	

EXHIBIT B GUIDELINES FOR SWIM TEAM USAGE

- 1. All Swim Team usage of District facilities must be pre-scheduled with District staff at least 30 days prior to the beginning of practices.
- 2. All Swim Team members must be either District residents, non-residents who paid to use District's facilities, lifeguards at the District's facilities, or children of Swim Team coaches. Lifeguards shall not practice with the Swim Team while on duty.
- 3. The Swim Team understands there are limited parking spaces available at the District facilities, which is primarily available for District residents wishing to utilize the District's recreational facilities. During the Saturday meets, the Swim Team will leave the front row of parking spaces along the sidewalk open and available to residents who want to use the District facilities. Parking for the meets will be redirected to the street along the open field. No parking shall impede the flow of traffic on the streets. Swim Team staff shall inform its team members and the visiting teams and spectators coming to the meets of the limited parking available at the District facilities and shall encourage them to carpool to the District facilities.
- 4. The Swim Team is responsible for ensuring that Swim Team members and visiting teams abide by all District rules and policies.
- 5. The Swim Team shall be responsible for straightening chairs and disposing of trash in poolside trash receptacles.
- 6. During Swim Team practices, the Swim Team shall leave lanes open according to the Proposed Practice Schedule described in Exhibit A. Should the lane reserved for non-swim team users be used by more than four lap swimmers, the Swim Team shall make another lane available for Non-Swim Team users.
- 7. Swim Team roster must be provided to the District 30 days prior to practices beginning. Roster must include all coaching staff.
- 8. Proof of insurance must be provided to the District directly by Swim Team's insurer 30 days prior to practices beginning.
- 9. Swim Team contract with the District must be signed and provided to the District 30 days prior to practices beginning.
- 10. Swim Team is responsible for ensuring that all children under 12 years old are accompanied by a parent or person 13 years old or over at all times.
- 11. All Swim Team Head Coaches and Junior Coaches must get an access card prior to the first day of practice.
- 12. The Swim Team must have the Waiver and Release executed by all Swim Team members and coaches, and deliver to the District prior to the time such person(s) use the District facilities for Swim Team activities.

EXHIBIT C WAIVER AND RELEASE

Pursuant to Florida Statute 744.301:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE THAT, EVEN IF THE AGREEING DURBIN CROSSING DISTRICT COMMUNITY DEVELOPMENT USES **REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE** IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY **BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN** ACTIVITY WHICH CANNOT BE AVOIDED OR THE **ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP** YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE **RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU** HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of the below-named individual's ("Participant") participation in the swim program operated by the Durbin Crossing Dolphins Swim Team, Inc. ("Program"), I, ________, on behalf of my minor child, acknowledge and understand that neither the Program nor the Program instructor(s) ("Instructor") are affiliated in any way with the Durbin Crossing Community Development District ("District") and that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Program. On behalf of Participant, I acknowledge that Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Program, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. I acknowledge on behalf of Participant that he or she is voluntarily participating in the Program with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

I acknowledge on behalf of Participant that the District recommends that the Participant consult a physician prior to engaging in the Program. I further acknowledge that Participant has either had a physical examination and been given a physician's approval to participate in the activities or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the Program. I hereby certify that the Participant is physically and mentally capable of participating in the Program and that the Participant is not under any kind of medical treatment nor has any mental or physical condition that would prevent Participant from participating in the Program.

I also acknowledge that attending any event, activity, or gathering, including the Program may increase my risk of exposure to the COVID-19 virus. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risks, including but not limited to that the Participant may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself or those with whom the Participant comes into close contact. I accept full responsibility for all medical expenses for any injuries, illness, or exposure the Participant might receive by reason of participation in the Program, whether related to COVID-19 or otherwise.

On behalf of Participant, I hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, and its employees, agents and staff, and Vesta Property Services, Inc., and its employees and agents (collectively, the "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, sickness, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Program. This waiver of liability does not apply to any act of gross negligence, or intentional, willful or wanton misconduct by the Indemnitees. However, I agree 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.

This Waiver and Release Agreement is binding upon myself, my spouse, heirs, executors, administrators, legal representatives, successors and assigns and the Participant. This Waiver and Release Agreement supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of this Waiver and Release Agreement will continue in full force and effect even after the termination of the Program. The provisions of this Waiver and Release Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District, and Vesta Property Services, Inc., altogether, and the party whose signature appears below. Nothing herein shall alter the Participant's rights or obligations under the Policies and Fees for the District Amenity Facilities and/or related documents.

If Participant is a minor child, I certify that I am the Participant's parent and/or legal guardian and that I am legally authorized to sign this Waiver and Release Agreement on behalf of the Participant. Further, in the event that I cannot be reached, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District and Vesta Property Services, Inc. are not responsible for providing such treatment or transportation and I hereby agree to hold the District, its supervisors, agents,

officers and staff and Vesta Property Services, Inc., harmless for any acts or omissions related to emergency medical transportation and/or treatment resulting from myself or my child's participation in the Program.

I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit resulting from or related to the emergency medical transportation and/or treatment of the Participant. I am of lawful age and legally competent to sign this Waiver and Release Agreement on behalf of Participant. I have read and understand the terms of this Waiver and Release Agreement, and I have willingly signed it as my own free act.

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS WAIVER AND RELEASE. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS WAIVER AND RELEASE AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER AND RELEASE FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS WAIVER AND RELEASE ON BEHALF OF THE PARTICIPANT.

Participant Name:	
Participant Signature:	Date:
Participant Signature: (if Participant is 18 years of age or older)	
Parent/Guardian Name:	
(if Participant is a minor child)	
Parent/Guardian Signature:	Date:
(if Participant is a minor child)	
Address:	
Phone Number (home):	
Phone Number (alternate):	
Emergency Contact:	
Phone Number:	

ELEVENTH ORDER OF BUSINESS

AGREEMENT BETWEEN THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND THE ST. JOHNS MIDDLE SCHOOL ATHLETIC ASSOCIATION REGARDING USE OF THE DISTRICT'S TENNIS FACILITIES

This Agreement (the "Agreement") is made and entered into as of this ____ day of , 2023, by and between:

Durbin Crossing Community Development District, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "District"), and

St. Johns Middle School Athletic Association, 163 Hampton Point Drive, Suite 3, St. Augustine, Florida 32092 (the "Association").

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 owns, operates and maintains as public improvements certain recreational tennis court facilities located at 145 South Durbin Parkway, St. Johns, Florida 32259 ("Tennis Courts"); and

WHEREAS, the Association has approached the District and desires to make use of the Tennis Courts for the Patriot Oaks Academy Tennis Team tryouts, practices and matches; and

WHEREAS, the District is willing to allow the Association to make use of the Tennis Courts provided that such use does not impede the District's operation of the Tennis Courts as public improvements; and

WHEREAS, the District has determined that providing the Association with the ability to use the Tennis Courts is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

WHEREAS, the District and the Association (the "Parties") have determined that this Agreement and such use of the Tennis Courts is necessary and proper; and

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

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

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

SECTION 2. USE OF TENNIS COURTS. The Association may use the Tennis Courts for tryouts, practices and matches, in accordance with the schedule attached hereto as **Exhibit A** and by this reference made a material part hereof. In consideration of said use of the Tennis Courts, the Association agrees to the following provisions:

A. The Association's use of the Tennis Courts shall be in conjunction with the use of the District's amenity facilities by Patrons of the District, and the Association's use shall not interfere with the operation of the District's amenity facilities as a public improvement.

B. The Association's use of the Tennis Courts shall be subject to the policies and regulations of the District.

C. The Association's access is limited to the Tennis Courts and the restrooms and parking lots serving the Tennis Courts. No other use of, or access to, the District's amenity facilities is permitted.

D. The Association shall provide to the District a Durbin Crossing Community Development District Consent and Release from Liability ("Release"), in the form attached hereto as **Exhibit B**, fully executed by each student and the parent or legal guardian of such student, prior to that student's use of the Tennis Courts. The Association shall not permit any student to use the Tennis Courts for the purposes set forth in this Agreement without first providing the District with a fully executed Release for that student. Should the Association fail to comply with this Section 2.D, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary.

E. Due to parking constraints, use of the Tennis Courts by the Association is limited to no more than twenty-five (25) students. The District reserves the right to instruct Association to use the District's tennis courts located at the Durbin Crossing North Amenity Center for any scheduled day, if in the District's sole discretion use of the Tennis Courts (at the Durbin Crossing South Amenity Center) is not feasible. The District will notify Association of any change of location as soon as practicable.

SECTION 3. NO WAIVER OF IMMUNITY. Association agrees that nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

SECTION 4. INSURANCE.

A. The Association shall maintain throughout the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(ii) General Liability Insurance with limits of One Million Dollars (\$1,000,000) applicable to bodily injury, sickness, or death in any one occurrence and One Million Dollars (\$1,000,000) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of Two Hundred Fifty Thousand Dollars (\$250,000).

B. The Durbin Crossing Community Development District and its staff, consultants, and supervisors shall be listed as additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. The Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

SECTION 5. TERM. This Agreement shall commence on _____, 2023, and shall remain in effect until _____, 2023, unless canceled earlier in accordance with Section 6 below. However, the covenants and obligations of the Association contained in sections 3, 4, 9, & 10 shall survive termination for acts and omissions that occurred during the effective term of the Agreement.

SECTION 6. CANCELLATION. Both Parties shall have the right to cancel this Agreement at any time without cause upon written notice to the other party.

SECTION 7. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 8. 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 9. ASSIGNMENT. Neither the District nor the Association may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

SECTION 10. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

SECTION 11. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

If to Association:	St. Johns Middle School Athletic Association 163 Hampton Point Drive, Suite 3 St. Augustine, Florida 32092 Attn:
If to District:	Durbin Crossing
	Community Development District
	475 West Town Place, Suite 114
	World Golf Village
	St. Augustine, Florida 32092
	Attn: District Manager
With a copy to:	Kutak Rock LLP
1 2	107 W. College Avenue
	Tallahassee, Florida 32301
	Attn: Michael C. Eckert

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

SECTION 12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 13. 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 14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

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

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By:_____ Chairperson/Vice Chairperson

Signed, sealed and delivered In the presence of:

ST. JOHNS MIDDLE SCHOOL ATHLETIC ASSOCIATION

	By:	
Print Name:	Name:	
	Title:	

Exhibit A: Tennis Team Schedule

Exhibit B: Consent and Release from Liability

Exhibit A

Exhibit B

Durbin Crossing Community Development District

475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 Phone: 904-940-5850 Fax: 904-940-5899

Consent and Release from Liability

Date:

Participant Name:

I, the undersigned, acknowledge and understand that neither the St. Johns Middle School Athletic Association, the Patriot Oaks Tennis Team, nor personnel affiliated therewith, including coaches, are affiliated in any way with the Durbin Crossing Community Development District ("District") and that the District makes no representations concerning said personnel's qualifications or ability to coach, teach or lead the tennis tryouts, practices or matches to be held at the District's Tennis Courts ("Tennis Team Activities"). I hereby agree to defend, indemnify, waive, release and forever discharge the District, and its present, former and future supervisors, agents, officers and staff, from all claims or demands for damages or injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in Tennis Team Activities by the above-named participant or to any other use of the District's facilities, including, but not limited to, the tennis courts, restrooms and parking lots. I hereby acknowledge that the participant named above is physically fit and mentally capable of participating in all Tennis Team Activities. I further recognize that I have the right to refuse to execute this form. However, should I so refuse, the District has the right to refuse to allow the above-named participant to participate in the Tennis Team Activities.

Student Signature

Parent/Legal Guardian Name (Print)

Parent/Legal Guardian Signature

2023 Patriot Oaks Tennis Team Match and Practice Schedule

Date	Time	Match or Practice?
Thursday, January 26, 2023	4:00 - 6:00 PM	Matches
Thursday, February 2, 2023	4:00 - 6:00 PM	Matches
Thursday, February 9, 2023	4:00 - 6:00 PM	Matches
Thursday, February 16, 2023	4:00 - 6:00 PM	Matches
Thursday, February 23, 2023	4:00 - 6:00 PM	Matches
Thursday, March 2, 2023	4:00 - 6:00 PM	Matches
Thursday, March 9, 2023	4:00 - 6:00 PM	Matches
Monday, January 16, 2023	3:30 - 4:30 PM	Practice
Monday, January 23, 2023	3:30 - 4:30 PM	Practice
Monday, January 30, 2023	3:30 - 4:30 PM	Practice
Monday, February 6, 2023	3:30 - 4:30 PM	Practice
Monday, February 13, 2023	3:30 - 4:30 PM	Practice
Monday, February 20, 2023	3:30 - 4:30 PM	Practice
Monday, February 27, 2023	3:30 - 4:30 PM	Practice
Monday, March 6, 2023	3:30 - 4:30 PM	Practice
Monday, March 13, 2023	3:30 - 4:30 PM	Practice
Monday, March 20, 2023	3:30 - 4:30 PM	Practice
Monday, March 27, 2023	3:30 - 4:30 PM	Practice
Monday, April 3, 2023	3:30 - 4:30 PM	Practice
Monday, April 10, 2023	3:30 - 4:30 PM	Practice
Monday, April 17, 2023	3:30 - 4:30 PM	Practice
Tuesday, January 17, 2023	3:30 - 4:30 PM	Practice
Tuesday, January 24, 2023	3:30 - 4:30 PM	Practice
Tuesday, January 31, 2023	3:30 - 4:30 PM	Practice
Tuesday, February 7, 2023	3:30 - 4:30 PM	Practice
Tuesday, February 14, 2023	3:30 - 4:30 PM	Practice
Tuesday, February 21, 2023	3:30 - 4:30 PM	Practice
Tuesday, February 28, 2023	3:30 - 4:30 PM	Practice
Tuesday, March 7, 2023	3:30 - 4:30 PM	Practice
Tuesday, March 14, 2023	3:30 - 4:30 PM	Practice
Tuesday, March 21, 2023	3:30 - 4:30 PM	Practice
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Tuesday, March 28, 2023	3:30 - 4:30 PM	Practice
Tuesday, April 4, 2023	3:30 - 4:30 PM	Practice
Tuesday, April 11, 2023	3:30 - 4:30 PM	Practice
Tuesday, April 18, 2023	3:30 - 4:30 PM	Practice

TWELFTH ORDER OF BUSINESS

AGREEMENT BETWEEN DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC FOR AQUATIC MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 202_, by and between:

Durbin Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

SOLitude Lake Management, LLC, a Virginia limited liability company, whose address is 5869 Enterprise Parkway, Ft. Myers, Florida 33905 ("Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District owns, operates, and maintains fifty-eight (58) stormwater management facilities within the boundary of the District as shown on **Exhibit A**, attached hereto and incorporated herein by reference (collectively referred to as "Ponds"); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds, including inspection and treatment for control of nuisance vegetation in and around the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the pond maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- **A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the pond maintenance services described in the attached **Exhibit B**, which is incorporated herein by reference ("Services").
- **B.** 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 and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- **C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor _____ Dollars (\$_____) per month, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- **B.** The term of this Agreement shall be for one (1) year beginning on _____, 202_, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Agreement shall automatically renew for four (4) consecutive one-year terms.
- **C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- **D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, 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, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any

payment, evidence from 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 of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability Bodily Injury (including contractual) Property Damage (including contractual)	\$1,000,000 \$1,000,000
Automobile Liability Bodily Injury and Property Damage	\$1,000,000
Pollution Liability	\$2,000,000

- **B.** The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** If the 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 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or

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

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. 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 actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including

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

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

А.	If to Contractor:	SOLitude Lake Management, LLC 5869 Enterprise Parkway Ft. Myers, Florida 33905 Attn:
B.	If to District:	Durbin Crossing Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated

fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. 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 expressed 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 of 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 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be at fault, regardless of the percentage of such fault, for any claims against the District and Contractor as jointly liable parties.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida

Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Daniel Laughlin** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092 PHONE: (904) 230-2011, EMAIL: DLAUGHLIN@GMSNF.COM. **SECTION 20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 23. **E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 24. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Witness:

Chairperson, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC

Signature of Witness

Print Name:

Print Name

Title:

By:

- **Exhibit A:** Map of District Ponds
- Exhibit B: Scope of Services
- **Exhibit C:** Form of Work Authorization

<u>Exhibit A</u>

Map of District Ponds

<u>Exhibit B</u>

Scope of Services

Exhibit C

Form of Work Authorization

WORK AUTHORIZATION NUMBER FOR AQUATIC MAINTENANCE SERVICES

THIS WORK AUTHORIZATION ("Work Authorization"), dated , 202 , authorizes additional work in accordance with that certain Aquatic Maintenance Services Agreement dated _____ ("Agreement"), by and between:

Durbin Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

SOLitude Lake Management, LLC, a Virginia limited liability company, whose address is 5869 Enterprise Parkway, Ft. Myers, Florida 33905 ("Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, Contractor will provide [insert additional services to be provided], as set forth in the attached Exhibit A, which is incorporated herein by reference, all in accordance with the terms of the Agreement ("Additional Services").

COMPENSATION. It is understood and agreed that the compensation for the SECTION 2. Additional Services under this Work Authorization shall be _____ Dollars (\$____), pursuant to the provisions of the Agreement. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

FINAL AGREEMENT. This Work Authorization, together with the Agreement, any SECTION 3. Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

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

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

WITNESS:

Print Name:

Exhibit A: Scope of Additional Services Chairperson, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC

By: ______ Its: _____

Exhibit A Scope of Additional Services/Proposal THIRTEENTH ORDER OF BUSINESS

A.



Durbin Crossing / Landscape Update for January 2023

• General Maintenance

- The team has continued to conduct the maintenance per scope. This includes all mowing, and detailing.
- Replacement Dusty Miller for south amenity will be installed on next week.
- Crew is in the process of lifting trees and removing suckers on north Durbin. Estimated completion the week of the 23rd.
- \circ Landscape installation at grass beds will take place the second week of February .
- Irrigation
 - Techs have been running through the system and making repairs as we go.
 - The team has been working with Zach to identify problem areas that need attention.
- Irrigation Baseball Field Project
 - This project will finally be wrapped up at the end of next week.
- Sod Replacement Project
 - Sod is doing well so far. We will continue to monitor the health of the sod and irrigation as the turf goes though the establishment process.

• Thank you!

 I/Yellowstone would like to just say thank you to Vesta and the Board of Durbin Crossing CDD. You both have been just great to work with. Vesta for all the help with the transition and beyond (Zach) as well as all the appreciation that has been shown. The Board for first the opportunity and for working with through extra projects to make Durbin be all that it can be! *E*.



Date of report: 1-23-23

Submitted by: Margaret Alfano

HVAC REPLACEMENT / SOUTH AMENITY CENTER / Project Complete:

The new HVAC indoor system and two outdoor units have been installed and that project is complete.

However, this project came with an additional bonus. Due to the tight surroundings in the Social Hall closet, we needed to remove most of the contents for the Installers to perform their duties. Well, we didn't just clear the way, anyone can do that. We put our heads together and took the existing 36 feet of shelving/storage and turned that into 62 feet of storage. We also had the Recreation Team paint the closet - fresh and clean doesn't even do it justice. The Maintenance Crew came in and adjusted/hung all the shelving as well. It was a TEAM effort to say the least! The entire Staff is thrilled with the additional storage and efficiency of the closet! Dare we add a WOOT WOOT!

PAVILION FLOORING IMPROVEMENT/UPGRADE / Project Complete: Looks fantastic, couldn't be happier!

SOLITUDE AGREEMENT INFORMATION / No Board action required:

Solitude is currently in possession of the new DRAFT agreement prepared by Counsel. The Solitude Team had some additional questions that were just presented to our Legal Team. We are working to update the agreement and include our current costs into this agreement. Please note, that in March or April we will need to reevaluate their costs/agreement for the 2023-2024 fiscal year. We will keep the Board posted on the communications with Solitude. Currently, we are operating under our existing agreement without complications.

DURBIN DOLPHIN SWIM TEAM / Board action required to authorize the agreement for their 2023 season:

With a New Year comes a new Dolphin Swim Season. We have already met and discussed the detailed plans for this year. Their team will continue to be comprised of only Durbin residents and their practice schedule will remain the same as in years past. They will again be hosting three home meets this season, these dates are still being decided by the Swim Council. We have requested that no meets occur on either the 4th of July or Memorial Day holidays, as they have agreed to in years past. We will be reviewing all equipment over the next few weeks, in plenty of time to make any updates, etc. The agreement for this upcoming season is included in your agenda packets, for your review.

As a reminder, our Durbin Dolphins were CHAMPIONS of the 2021 AND 2022 seasons – dare we say THREE-PEAT?! It is hard to type with our fingers crossed! We are still proudly displaying their trophy in the Social Hall. We will continue to work together to make sure residents come first, schedules are posted in advance as we share our community pools.

WAY TO GO DOLPHINS! We are looking forward to another successful season for everyone!

PATRIOT OAKS TENNIS TEAM / Board action required to authorize the agreement for their 2023 season:

We have been approached by the St. Johns Middle School Athletic Association (SJMSAA) for the use of our tennis courts for their 2023 season. Their practice and meet schedule as well as a DRAFT agreement are included for your review. We still to need to verify that only two courts will be used on their practice days and only three courts on their match days to allow open court(s) for resident play. Pending Board approval we can work through the remaining details including making sure the waiver is all inclusive.

YELLOWSTONE APPRECIATION-HOLIDAY LUNCHEON / No Board action required:

As a thank you to Yellowstone for their efforts to date we hosted an appreciation luncheon in the South Social Hall. This was in place of a toolbox talk and focused on the progress made with enhancement projects, sod conversions, and the improvement of the landscaping conditions throughout Durbin Crossing. All management personnel were invited as well as our daily on-site staff. We enjoyed sandwiches and a bit of camaraderie too. We made a special take home treat expressing our thanks in the form of a Hershey bar wrapped with sincere thanks, a picture is included below. Thank you to the Board, District Staff, Vesta Staff/Zach, and the entire Yellowstone Team/William for the current level of service and we look forward to the New Year and beyond! We also appreciate Supervisor Harrah's willingness to attend.



POOL FURNITURE RESTRAPPING / Board approval required to approve a NTE amount for these repairs:

Our pool furniture at both facilities is in need of repair prior to the upcoming swim season. We have done extensive research into purchasing new furniture but at this time that is not a cost effective option. The frames on the current lounge chairs and dining chairs are still in excellent condition. However, the straps must be replaced. We have reached out for multiple bids and have only received one bid in return. It is our goal to have the other options to present to you at our meeting. Currently, the bid in hand is for 130 lounge chairs and 95 dining chairs and comes in at a total cost of \$17,600.00 from Admiral Furniture. They will be able to complete the full restoration prior to Spring Break.

For comparison, a new lounge chair to match our existing chairs would cost \$297.50, for a total replacement cost of \$38,675.00. Please note, that is only for the lounge chairs and that price does not include replacing the 95 dining chairs. Our current Reserve Study allows for a pool furniture allotment in FY 2024-2025 in the amounts: North - \$27,694.00 and South - \$47,301.00, for a combined total of \$74,995.00.

We are also working on the replacement of the side tables at the North facility. These tables would need to be a replacement as the current side tables are not able to be restored. We also need to address the dining tables at both facilities. We are currently researching replacing the tops as well as complete replacements. We have hit a snag or two regarding shipping and time frames. We will have a complete breakdown for you at our February meeting.

AMENITY ENHANCEMENTS, GROWTH AND CHANGES / No Board action required:

As you are aware, we have been discussing the enormous development and growth in St Johns County and our immediate area for quite some time. The townhomes, homes, and apartments are expanding at a very rapid rate. However, amenities, green space, outdoor sport courts, activity areas, etc. are not expanding at that same rate. This leaves our community, our residents, and our fees geographically located directly in the center of a mathematical situation where two plus two does NOT equal four or fair.

We have been discussing many options that have included fencing, staffing, security, and more. In typical Durbin procedures, none of us are leaving a stone unturned. To that end, we have thought of an additional option where it removes the attraction to non-residents and non-annual pass holders and provides Amenities to those individuals through proper access systems. Please refer to the ROUGH renderings below.





There are a couple of items that must be considered as well. The largest concern would be parking and possibly moving the new building back to accommodate for that. Please note that the building would only consist of an office and restrooms for use while utilizing the outdoor Amenities, keeping the pool deck separate. We would also like to propose closing in the covered area under the North pool deck for a Social Hall and then finishing the conversion of the existing Social Hall to a permanent gym space.

We know these are out of the box and not inexpensive options – but our goal is to set up Durbin Crossing for success far into the future. As we stated earlier none of us leave a stone unturned.

Should you have any comments or questions feel free to contact me directly.



JBE

F.



Date of report: 1-23-23

Submitted by: Zach Davidson

PHASE ONE SOD CONVERSION UPDATE / Project completed:

Grass is rooting well and irrigation concerns are being addressed as they arise to make sure water coverage is adequate.

BASEBALL FIELD IRRIGATION UPDATE / No Board action required:

We are still working with District Staff and the County to use the previous address for the water meter to help reduce cost for installation of the new meter. We will continue to keep the Board posted on our progress.

SOLITUDE LAKE MAINTENANCE / No Board action required:

Solitude was out this month and treated all ponds. They were very responsive to all issues that arose and treated them within 24-48 hours. FWC has allowed Solitude to stock 283 carps into our ponds. Once they have a stocking date, they will let us know and we will keep the Board posted.

NORTH AND SOUTH ENTRANCE GATE REPAIRS / Project completed.

COMMUNITY PARK MONUMENT REPAIRS / No Board action required:

At this time, we are awaiting the results of the Attorney's diligent work to see if this monument is indeed required. However, we have contacted three additional General Contractors regarding the Community Park monument issue. Sadly, all three stated that the job is too small, and none were interested in bidding on this project. We did get one proposal for repair and one for demolition from one vendor and their two options are listed below.

Option #1:

- Remove the damaged wood and barrel tile roof off the top of the monument located at the corner of Islesbrook and Longleaf Parkway.
- After the removal the base and column will be inspected for damages and a new bid for repairs will be submitted based on the findings. That bid would also include rebuilding the wood and barrel tile roof.
- If possible, they will try and save the roof tiles and set aside for future re-installation.
- Clean up job site and haul away debris.
- Option #1 total cost is \$1,785.00.

Option #2:

- To remove the entire column down to the existing slab/foundation. This option includes installing a temporary wood post to mount the electrical meter in the same location. This option also includes cleaning up the job site and hauling away all debris.
- Option #2 total cost is \$4,470.00.

SOUTH SLIDE PAINTING / Board approval required to move forward with Safe Slide proposal NTE \$6,800.00:

In preparation for Spring Break the hunter green fiberglass exterior of the slide needs repainting. We have obtained two proposals for this project; their information is below.

Safe Slide \$6,800.00 / Slide Rite \$6,500.00

Both vendors are qualified to perform this work. At this time, we are recommending Safe Slide for this project due to their performance and work completed at Durbin in the past. With Board approval, this work will be able to be completed prior to Spring Break. However, should other pool repairs need to be performed we will schedule accordingly.

PRESSURE WASHING / No Board action required: Pressure Washing is still underway throughout the community.

NORTH AMENITY CENTER BATHROOM PLUMBING / Project completed.

DURBIN CROSSING MULCHING / Project completed throughout the community and both playgrounds.

MAILBOX PAINTING / No Board action required: Painter has been hired to paint the 4 mailboxes in Wood Cross along with pressure washing the cement pads as well.

PLAYGROUND EQUIPMENT / No Board action required: All playground equipment that needs to be replaced is on order and arriving late January and we are working on scheduling our installer for mid-February.

PATRIOT OAKS PRESERVE TREES / No Board action required: Our vendor was on property January 21st to cut down more dead trees in the CDD preserve along the Patriot Oaks fence line.

ST. ANDREW ENTRANCE / ROAD WIDENING PROJECT / No Board action required: We will continue to keep the Board posted.

FIELD OPERATIONS UPDATES / No Board action required:

- We have started to replace all of 29 dog stations throughout the community. Each station will be straightened, and all items repaired or replaced. This will help them look uniform throughout the property. We are scheduled to be finished with these by the end of February.
- Replaced 6 basketball nets between North and South basketball courts.
- Replaced battery for mailbox kiosk on Sanctuary Dr.
- Replaced 2 monument lights at Heron Landing entrance.
- Additional shelving was installed in the Social Hall closet for additional storage.
- Reset tennis court hydraulic hinge bracket with bolts going through the post to prevent this from happening in the future.
- Replaced top hinge on South main gate and reset hydraulic hinge bracket as well.
- Replaced all damaged step grips on all lifeguard chairs.
- Pressure washed the slide stairs and replaced missing step grips.
- Replaced air fresheners that weren't working and added additional ones in some areas.

Should you have any comments or questions feel free to contact me directly.



G.



Date of report: 1-23-23

Submitted by: Danelle DeMarco

31 DAYS OF DURBIN

We are always finding new ways to engage with our residents in the off season. January is a month to regroup and plan for a new year, but we never lose sight of why we are here. 31 Days of Durbin is a calendar that was put in the January Newsletter, with each day representing an activity for families. For instance, January 14th is Dress Your Pet Day and we ask that they share their photos with us on Instagram. There are also interactive days where families can come to the South Office to receive the item for that day. We not only get to see more of our residents in the off season, we get to show off our great community on social media. We have more resident bonding activities in the works and will report the fun to you as it happens.

VALENTINES DAY CRAFT NIGHT

St Florals Design will be hosting a class on February 7th in the South Social Hall for our residents to create something beautiful for Valentine's Day. This class is for a pair, children between the ages of 5 to 13, and their favorite grown-up. They pick a monogram letter, and the instructor helps them create a colorful floral monogram for the child to put in their room or on their bookshelf. It could even make a nice gift for Mom on Valentine's Day. There will be refreshments, some interactive games to get our dynamic duos engaging with one another, and as always, a take home memento of their evening. We are looking forward to a great night. Afterall, *IT's AMORE!*

YARD SALES

The dates for the community yard sale for 2023 have been decided and reported to the HOA for advertisement. The spring yard sale is Saturday, March 25th. The fall yard sale is Saturday, October 14th. As always, they are advertised as 7am- 1pm. We have contacted Hospice Haven to have a truck available at one of the Amenity Centers for residents to drop off items that weren't sold. They have, in the past, offered their pickup services for those residents that have large items to donate, such as furniture.

LIFEGUARDS

If we aren't in the season, we are preparing for the season. We have posted in our social media that we are accepting lifeguard applications for the 2023 summer swim season. We have had great a great response and started scheduling interviews. We are excited that we have 8 lifeguards from last summer committed to coming back, as well. March is right around the corner, and we will have a fully trained staff of lifeguards for spring break.

UPCOMING ACTIVITIES AND EVENT PLANS IN PROGRESS

We have more resident bonding activities in the works for February, such as count the hearts in the newsletter contest, Super Bowl LVII challenge, Valentine's craft day for preschoolers that is sponsored by our very own Messy Art instructor, and a Sip Back and Relax wine and Jazz night. We marked the calendar for our annual Easter event. It will be held on Saturday, April 9th. We are going to be "Hop-timistic" and plan for an outdoor spring event – Hop & Shop! We will keep you posted on all the details over the next few months. There is always something right around the corner.

CHRISTMAS IN CANDY LAND RE-CAP

It may be behind us, but we would like to share with you a few of our favorite memories and photos of the event. The evening was a huge success with a record number of attendees. To keep Santa Claus' spirit shining bright and not flickering out, we had our residents follow a path on the Candy Land board game: around the pool, through Cotton Candy Corner, to Gingerbread Pass, in Lollipop Forest, stopping to write letters to Santa, getting cooled off at Frozen palace, and finally making their way through Peppermint Forest to where the game ends and the magic awaits...Santa's Cozy Cabin. The long journey to the warmth of Santa's fireplace, was an attempt to keep the lines and anxious children from waiting too long to get their photo with Santa and tell them their Christmas wishes.

HayMaker Coffee had a pop-up tent on the patio and passed out over 400 hot chocolates and gourmet coffees combined. Chocolate bars with a Durbin Crossing Community logo and a holiday wish were given to every child who attended the event. But, it was all in the details that made this event special; from Mrs. Claus' Bakery, to the lollipops, aka pool noodles, to the gum drop trees, giant Gingerbread people and game pieces, the glowing fire place, handmade life-sized candy, and the beautiful, illuminating Peppermint trees and bridge. Our staff put a lot of their heart and soul, and a few blisters, into making these wonderful details. The pictures below show the smiles on our residents' faces, which is the goal at every event!







...night of our event, when all through the gate, Our Residents peeked in, they just couldn't wait!

The lights were hung around the pool with care, With hopes that St Nicholas was here somewhere?

The children were spoiled with sugar and fun, While Santa was waiting to meet everyone!

Although we're in Florida and temperatures still grow, The night was filled with lots of snow.

We wish you all a happy holiday season, And appreciate you giving our events a reason!









1st stop on the game board...

Cotton Candy Corner

























