TURNBULL CREEK Community Development District

March 6, 2018

AGENDA

Turnbull Creek Community Development District

475 West Town Place Suite 114 St. Augustine, Florida 32092 District Website: www.turnbullcreekcdd.com

February 27, 2018

Board of Supervisors Turnbull Creek Community Development District

Dear Board Members:

The Turnbull Creek Community Development District Board of Supervisors Meeting is scheduled for Tuesday, March 6, 2018 at 6:00 P.M. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092. Following is the advance agendas for these meetings:

- I. Roll Call
- II. Audience Comments
- III. Discussion of Completion of the Pool Resurfacing Project (Presenter: Brad Correia-Crown Pools)
- IV. Staff ReportsA. Landscape Manager (Presenter: Duval Landscape)
 - B. Engineer (Presenter: Mike Yuro)
 - 1. Pond Banks
 - 2. Report
- V. Proposals

A. Consideration of Proposals from Fighting Turtles Swim Team (Presenter: Jennifer Hoffman/Teresa Patch)

- VI. Ratification of Amenity Center Policies (Presenter: Dave deNagy)
- VII. Consideration of April 7, 2018 Jogging Event and License Agreement (*Presenter: David deNagy*)

- VIII. Ratification of St. Johns County Sheriff's Office Trespass Authority (*Presenter: David deNagy*)
 - IX. Discussion Items A. Discussion of Adding FPL Street Lighting (*Presenter: Chuck Labanowski*)
 - B. Landscape RFP Process, Resolution 2018-01 (Presenter: David deNagy)
 - C. Discussion of the Use of Social Media for CDD Business (Presenter: Jennifer Kilinski)
 - 1. Discussion of E-Mail Retention Services
 - X. Staff Reports (Part 2)A. Attorney (Presenter: Jennifer Kilinski)
 - B. Manager Resolution 2018-03 (Presenter: David deNagy)
 - C. Operation Manager (ASG) (Presenter: Lourens Erasmus)
 - D. Amenity Center Update Report (Presenter: Mark Insel)
 - XI. Approval of Consent Agenda (*Presenter: David deNagy*)A. Approval of Minutes of the January 9, 2018 Meeting
 - B. Balance Sheet as of January 31, 2018 and Statement of Revenues & Expenditures for the Period Ending January 31, 2018; Month-to-Month Income Statement; Assessment Receipt Schedule
 - C. Approval of Check Register
- XII. Other Business
- XIII. Supervisor's Requests and Audience Comments
- XIV. Adjournment (Next Scheduled Meeting May 8, 2018 @ 6:00 p.m.)

I look forward to seeing you at the meeting. If you have questions regarding any of the items on this agenda, please call me in advance of the meeting.

Sincerely,

Davíd deNagy David deNagy District Manager THIRD ORDER OF BUSINESS

Hopping Green & Sams

Attorneys and Counselors

February 26, 2018

VIA E-MAIL AND US POSTAL SERVICE Mr. Brad Correia Crown Pools Cleaning, Inc. 3002 Phillips Hwy Jacksonville, FL 32207 Brad@crownpoolsinc.com

Re: Construction Contract between the Turnbull Creek Community Development District ("District") and Crown Pools Cleaning, Inc. ("Crown") for Pool Resurfacing and Repair Services (the "Agreement")

Dear Mr. Correia:

In accordance with the Agreement, including the extensions afforded Crown, Crown agreed to Final Completion of the Project on or before February 9, 2018. As you are aware, Crown failed to reach Final Completion as required by the Agreement. Accordingly, the District hereby puts Crown on notice of its intent to consider enforcing its rights to liquidated damages at the contractual rate of \$500 per calendar day beginning February 10, 2018 and thereafter. The Board of Supervisors ("Board") meets March 6, 2018 at which time it will consider its options related to liquidated damages. Time remains of the essence for the completion of the Project, and the District expects Crown to work expeditiously to complete the Project. Nothing in this letter shall be deemed a waiver of any right or remedy the District has against Crown under the terms of the Agreement or Florida law.

Please contact us should you have any questions regarding this letter.

Sincerely,

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Jennifer L. Kilinski District Counsel

cc: Brian Wing, Chairman David deNagy, District Manager Mike Yuro, Engineer FOURTH ORDER OF BUSINESS

B.

2.



Engineering / Permitting

Development Services

- Property Management
- Construction Management

ADA Consulting

To:Turnbull Creek CDD – Board of SupervisorsFrom:Michael J. Yuro, P.E.
CDD EngineerRE:Engineers Report

Date: March 6, 2018

Below is a summary of efforts completed since the last CDD meeting:

• Phase 2 pond bank repairs:

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- o Received bid from DBI (Aquagenix) \$182,990
 - NO Bid (due to being too busy) from:
 - HEB
 - Barco-Duval
 - Grimes Utilities
 - No Response from:
 - JUM
 - Besch & Smith

• Pescara & San Marino Track – Drainage:

- o Finalized plans (attached) and submitted for Bid.
 - Interest from several contractors (Duval Asphalt, HEB, Aquagenix)...hoping for bids by the meeting date.

• DR Horton – Lot Drainage Issue:

- Forwarded drainage easement agreement to DR Horton and reiterated the need to tie into the existing storm inlet located at the top of the pond bank. DR Horton responded with comments that they wanted addressed in the agreement prior to signing...this is being reviewed and finalized by CDD staff.
- General Consulting:
 - I continue to respond to emails, phone calls & questions from Board members and staff on a variety of issues, as requested.

Please let me know if there are any questions or if you need anything else from me at this time. Sincerely,

Michael J. Yuro, P.E. President

145 Hilden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199 * myuro@mjyuro.com









FIFTH ORDER OF BUSINESS

A.

Fighting Turtles 2018 Swim Team Requests

The 2018 Swim Season is approaching, and we would like to request use of the MuraBella facilities.

Home Meets

At this time, we would like to host 2 home meets, as required by the St. Johns Summer Swim League. We have home meets scheduled (dates cleared with Mark Insel) until approved by the CDD:

June 16th

July 7th

• We will need use of the indoor clubhouse and the outdoor areas.

• We will begin arriving at the pool at 6:00am and will end meets by 12 noon; we will be completely off the pool deck by 12:30pm.

- We will need to set up on the evening prior to meets.
- We will need use of the grill for our concessions.

• We will need to allow visiting teams to set up tents on the baseball field area and to access the pool deck from that entrance throughout the meet.

• Gates and restroom areas will be attended by volunteers, as well as parking lot to avoid "off-limits" areas.

• We will ensure that the pool area and indoor and outdoor facilities are clean and returned to normal after the meets.

Practices:

Our practices will be held at MuraBella pool from June 5th- July 13th, 2018. Practices will be held Tuesday through Friday mornings from 7:00-10:00am.

- One lane will remain available for resident lap swimmers.
- Coaches will arrive a few minutes early to set up lane ropes, etc.

Other Dates

Use of the Amenity Center Clubhouse:

- April 4th from 5-8pm for Swim Team Registration (use of the indoor clubhouse only).
- Tuesday, 4/17th from 7-10pm to host League meeting (indoor clubhouse).

Thank you for your time and support!

Theresa Patch & Jenn Hoffman Co-Presidents

SIXTH ORDER OF BUSINESS

TURNBULL CREEK Community Development District

Policies Regarding District Amenity Facilities

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USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Two Thousand Five Hundred Dollars (\$2,500.00). For Facility Rental Fees go to Page 16.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen Facility Access Cards. Facility Access Cards will only be issued to adult Patrons (as defined below) at least eighteen (18) years of age.
- (3) Except where specified otherwise, a Patron eighteen (18) years of age and older is limited to a maximum five guests and a Patron under the age of eighteen (18) years old is limited to a maximum of three (3) guests at any time.
- (4) All guests must sign in or register with Amenity Facility Staff, and must be accompanied by a Patron at all times.
- (5) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards and Mailbox keys from the property owner to whom the Facility Access Cards and Mailbox keys were issued. (Refer to Appendix A)

GENERAL PROVISIONS

- (1) Definitions.
 - (a) "Amenity Facility" or "Amenity Facilities" includes the amenity building (offices and social hall), Pool Area as defined below, Party Pavilion as defined below, fitness center, playground, tennis facility, basketball facility, volleyball court, Sports Field as defined below, parking lots, open space and other appurtenances or related improvements, all located in the Turnbull Creek Community Development District.
 - (b) "Amenity Facility Staff" shall mean the persons responsible for daily operation of the Amenity Facility, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.
 - (c) "Amenity Manager" shall mean the individual responsible for overseeing the Amenity Facility and Amenity Facility Staff.
 - (d) "Board" shall mean the District Board of Supervisors.
 - (e) "Community Use" shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to

one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. (Refer to Appendix B)

- (f) "District" shall mean the Turnbull Creek Community Development District.
- (g) **"District Property"** shall mean all property owned by the District including, but not limited to, the Amenity Facility, common areas, parking lots and ponds.
- (h) "Mailbox" shall mean Mail Kiosk #1 and all appurtenances thereto, as depicted on Tract "AA" on the Plat of MURABELLA UNIT THREE, as recorded in Plat Book 0057, Pages 94 through 109; Mail Kiosk #2 and all appurtenances thereto, located within Tract "B" on the Plat of MURABELLA UNIT ONE, as recorded in Plat Book 0052, Pages 16 through 42; and Mail Kiosk #3 and all appurtenances thereto, located within Tract "D" on the Plat of MURABELLA UNIT FIVE, as recorded in Plat Book 0058, Pages 99 through 106, all of the Public Records of St. Johns County, Florida.
- (*i*) **"Party Pavilion"** shall mean either of the following:
 - (*i*) The tables and chairs in the Pool Area outside the kitchen.
 - *(ii)* The tables and chairs in the Pool Area outside the fitness center.
- (j) "**Patron**" shall mean persons or entities who own real property within the District and those persons or entities not owning land within the District who have paid the annual user fee. Tenants shall only be considered "Patrons" if they are renting or leasing a home from persons owning property in the District pursuant to a current, written lease or if they pay the annual user fee.
- (k) "Policies" shall mean these Policies Regarding the District Amenity Facilities.
- (*l*) "Swimming Pool" shall mean the swimming pool, the slide and spray feature.
- (m) "**Pool Area**" shall include the Swimming Pool and any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the Swimming Pool. The Pool Area does not include the Party Pavilion.
- (n) "Resident" shall mean persons or entities who own real property within the District.
- (o) "Sports Field" shall include the softball and soccer fields adjacent to the amenity building.
- (2) Patrons must present their access cards and register upon entering the Amenity Facility.

- (3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult eighteen (18) years of age or older.
- (4) Except where specified otherwise, the Amenity Facility's hours of operation are as follows:
 - (a) From the day after Labor Day April 30 (excluding the week of Spring Break for St. Johns County Schools):
 - (i) Tuesday Friday: 9 a.m. 5 p.m.
 - (*ii*) Saturday and Sunday: 11 a.m. 6 p.m.
 - (iii) Closed Mondays.
 - (b) May 1 Labor Day and the week of Spring Break for St. Johns County Schools:
 - (i) Tuesday Sunday: 10 a.m. 8 p.m.
 - (ii) Closed Mondays.

The Amenity Facility will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter.

- (5) Alcoholic beverages are not be served or sold, nor be permitted at the Amenity Facility unless pre-approved pursuant to the Facility Rental Policies below. (Refer to Page 18 and Appendix C)
- (6) Dogs or other pets (with the exception of "Service Animals")" see Service Animal Policy below) are not permitted at the Amenity Facilities except for the parking lots and open fields. Where dogs are permitted, they must be leashed at all times.
- (7) Vehicles must be parked in designated areas. Vehicles shall not be parked on the grass, lawns, or in any way which blocks the normal flow of traffic. The parking lot at the Amenity Facility is for the use of Patrons and their guests while using the Amenity Facility. No long term parking is permitted at the Amenity Facility parking lot or other common area parking lots.
- (8) Fireworks of any kind are not permitted in the Amenity Facility.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Facility.
- (10) These Policies may be modified from time to time when necessary by:
 - (a) The Board at a publicly-noticed Board meeting; or

- (b) The Amenity Manager, but only after consultation and approval of the Board Chairperson. Any change made pursuant to this provision must be ratified by the Board at the next publicly-noticed Board meeting.
- (11) The Board, Amenity Facility Staff, and Amenity Manager have full authority to enforce the District's Policies and rules.
- (12) Facility Access Cards will be issued to Patrons upon becoming owners of real property within the District or upon payment of the annual user fee. All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Facility Access Card replacement fee.
- (13) Two (2) Mailbox keys will be issued to Residents upon becoming owners of real property within the District. Additional Mailbox keys may be purchased for Twenty-Five Dollars (\$25.00) each. All lost or stolen District Mailbox keys should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Mailbox key replacement fee.
- (14) Smoking is not permitted anywhere in the Amenity Facility.
- (15) Disregard for any Amenity Facility rule or Policies may result in expulsion from the Amenity Facility and/or suspension or termination of Amenity Facility privileges.
- (16) Glass and other breakable items are not permitted at the Amenity Facility, except at preapproved special events pursuant to the Facility Rental Policies below.
- (17) Patrons and their guests shall treat Amenity Facility Staff with courtesy and respect.
- (18) The Amenity Facility does not offer child care services to Patrons or guests.
- (19) Skateboarding is not allowed at the Amenity Facility.
- (20) Use of the barbecue grill is limited to Patrons renting the Party Pavilion in accordance with the Facility Rental Policies below.
- (21) Motorized Vehicles, including but not limited to golf carts, motorcycles, motor bikes, segways, hover boards and scooters, are prohibited from use on district owned property. For purposes of this section, district owned property is defined as walking/jogging trails, athletic and open space areas and pond banks. This section shall not apply to motorized wheel chairs, other adaptive devices used by disabled individuals, or law enforcement and emergency vehicles.
- (22) Insufficient Funds. Patrons whose checks are returned due to insufficient funds are subject to loss of their Amenity Facility privileges and will be responsible to reimburse

the District for all bank charges assessed to the District resulting from a Non-Sufficient Funds check submitted to the District.

- (23) 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 Amenity Facilities.
- (24) Neighborhood Parks. Neighborhood Parks shall be available from dawn to dusk. At all other times the Neighborhood Parks are closed and may not be occupied for any purpose without written permission from the District.

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 Facility 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 at the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facility 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 Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his or her 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 Facility premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting from the use of said apparatus, appliance, facility, privilege or service.

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, attorney's fees, paralegal fees, and expert witness fees through all appellate proceedings).

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. 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 at the Pool Area, an adult Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron between fourteen and seventeen (14 17) years of age may have up to two (2) guests who are both fourteen (14) years of age or older provided the parents of the Patron and the parents of each guest have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Facility.
- (2) Lifeguards and Slide Attendants are on duty on a seasonal basis. Patrons and guests who use the Swimming Pool do so at their own risk.
- (3) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present children under eighteen (18) years of age must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (4) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is in the sole discretion of Amenity Facility Staff. Electrical equipment is not allowed in the Pool Area.

- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health.
- (6) Showers are required before entering the Pool Area.
- (7) Glass and other breakable items are not permitted in the Pool Area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swim suit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (9) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Facility Staff prior to use. Amenity Facility Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the Swimming Pool, or if the equipment provides a safety concern.
- (10) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Facility or scheduled events.
- (11) Pets (other than "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Pool Area.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) 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 Swimming Pool, such as swim lessons, aquatic/recreational programs and pool parties.
- (14) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the Amenity Facility. Swimming pool hours will be posted. The Swimming Pool will be closed from dawn until 12:59 p.m. on Mondays; the Swimming Pool is open Mondays from 1:00 p.m. until dusk. (except for Memorial Day, Labor Day and, when applicable, July 4th).
- (15) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (16) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (17) No chewing gum is permitted in the Pool Area.
- (18) Alcoholic beverages are not permitted in the Pool Area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.

- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool shall be liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio-controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the Pool Area.
- (25) Food and drink are not allowed within six (6') feet of the Swimming Pool.
- (26) No swinging on ladders, fences, or railings is allowed.
- (27) Pool furniture is not to be removed from the Pool Area, thrown into the Swimming Pool, or otherwise disturbed.
- (28) Loud, profane, or abusive language is prohibited.
- (29) Patrons, their guests, and families ride the slide at their own risk.
- (30) Children less than forty (40") inches tall are not permitted to ride the slide.
- (31) Children may ride the slide only if they: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) demonstrate the ability to observe all rules and control their descent on the waterslide.
- (32) Only one person may ride the slide at a time. Parents may not ride the slide in tandem with a child.
- (33) No shorts with snaps or rivets will be allowed on the slide.
- (34) Keep arms and hands inside flumes at all times.
- (35) No flotation devices are allowed on the water slide.
- (36) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
- (37) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (38) The spray feature is unattended. Patrons swim at their own risk.

- (39) The spray feature is limited to children aged twelve (12) years and under, supervised by an adult eighteen (18) years of age or older.
- (40) Adult Patrons may allow guests residing temporarily or permanently in their household ("Household Guests") to use their family-issued Facility Access Card(s) to gain access to the Amenity Facility provided that the adult Patron and all Household Guests have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff.

SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards or Amenity Manager are in control of the operation of the Pool Area during thunderstorms, heavy rain and other inclement weather. The lifeguards or Amenity Manager will determine whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the Swimming Pool and Pool Area at the first sound of thunder and/or the first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound.

SWIMMING POOL: FECES POLICY

- (1) 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.
- (2) Parents should take their children to the restroom before entering the Pool Area.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim-diaper, and a swimsuit over the swim-diaper.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff is not present to provide personal training or exercise consultation 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 Facility Staff as well as the District Manager at 904-288-9130.
- (3) Eligible Users: Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may only use the Fitness Center when accompanied by an adult Patron eighteen (18) years of age or older. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by a Patron.

At any given time, a Patron may have up to two (2) guests at the Fitness Center.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at the Amenity Facility prior to 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 (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) General Policies:
 - Each individual is responsible for wiping off fitness equipment after use.
 - Personal training is not offered in the Fitness Center. However, Patrons may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes.
 - 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.
 - Strollers and infant carry seats are not allowed in the Fitness Center.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Basketball Facility equipment may result in the suspension or termination of Basketball Facility privileges.

Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Basketball Facility are encouraged to consult with a physician prior to using the facility.

- (1) Eligible Users. At any given time at the Basketball Facilities, a Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron under the age of eighteen (18) may have up to three (3) guests. Anyone under the age of fourteen (14) must be accompanied by a Patron eighteen (18) years of age or older.
- (2) Hours. The Basketball Facility is available during daylight hours. The Basketball Facility may not be used after dark.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility 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 at the Basketball Facility. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The Basketball Facility is available on a first come, first serve basis.
- (6) General Policies:
 - Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - Persons using the Basketball Facility must supply their own basketballs.
 - The Basketball Facility is for the play of basketball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Basketball Facility.
 - Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Basketball Facility.
 - No chairs other than those provided by the District are permitted in the Basketball Facility.
 - The Basketball Facility must be left clean after use.

TENNIS FACILITY POLICIES

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges.

Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

- (1) Eligible Users. Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult eighteen (18) years of age or older. Patrons twelve (12) years old and older may have up to three (3) guests.
- (2) Hours. The Tennis Facility shall be available from sunrise until 10 p.m. daily.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper tennis shoes and attire are required at all times while at the Tennis Facility.
- (5) The Tennis Facility is available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court when others are waiting.
- (6) General Policies:
 - Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis Facility is for the play of tennis only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
 - Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted at the Tennis Facility.
 - No chairs other than those provided by the District are permitted at the Tennis Facility.
 - Lights at the Tennis Facility must be turned off after use.
 - The Tennis Facility must be left clean after each use.

PLAYGROUND POLICIES

Please note that the Playground is an unattended facility and persons using the playground do so at their own risk.

- (1) Eligible Users. Children twelve (12) years of age and older are not permitted to play on the playground equipment. Children under the age of twelve (12) must be accompanied by an adult eighteen (18) years of age or older. Patrons under the age of twelve (12) may have up to three (3) guests.
- (2) *Hours*: The playground shall be available for use from dawn to dusk.
- (3) The use of profanity or disruptive behavior is prohibited.
- (4) No roughhousing on the playground.
- (5) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
- (6) Use of the playground may be limited from time to time due to a District-sponsored event.
- (7) Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- (8) Alcoholic beverages, glass containers and other breakable items are prohibited.

SPORTS FIELD POLICIES

Please note that the Sports Field is an unattended facility and persons using the Sports Field do so at their own risk.

- (1) Eligible Users. Patrons and guests eight (8) years and older are permitted to use the Sports Field. Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older. Patrons eight (8) years of age and older may have up to five (5) guests and Patrons under the age of eight (8) may have up to three (3) guests.
- (2) Reservations. Patrons may reserve the Sports Field by submitting a request to Amenity Facility Staff. Reservations may be made up to a week in advance for a period of three (3) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for his or her reservation, the reservation shall be forfeited. When not subject to a reservation, the Sports Field is available on a first come, first serve basis.

- (3) Pets (other than "Service Animals"), bicycles, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Sports Field at any time.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (5) The use of profanity or disruptive behavior is prohibited.
- (6) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
- (8) Persons using the Sports Field must clean up all food, beverages and miscellaneous trash brought to the Sports Field.
- (9) Use of the Sports Field may be limited from time to time due to a District-sponsored event.

VOLLEYBALL COURT POLICIES

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Volleyball Court equipment may result in the suspension or termination of Volleyball Court privileges.

Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Volleyball Court are encouraged to consult with a physician prior to using the facility.

- (1) Eligible Users. Patrons and guests twelve (12) years of age and older are permitted to use the Volleyball Court during designated operating hours. Patrons who are under twelve (12) years of age may use the Volleyball Court only when accompanied by an adult Patron eighteen (18) years of age or older. Patrons twelve (12) years of age and older may have up to five (5) guests at the Volleyball Court. Patrons less than twelve (12) years of age may have up to three (3) guests.
- (2) Hours. The Volleyball Court shall be available from sunrise until 10 p.m. daily.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility 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 Volleyball Court. Shirts must be worn. No open-toe shoes are permitted.
- (5) The Volleyball Court is available on a first come, first serve basis.
- (6) General Policies:

- Proper volleyball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
- Persons using the Volleyball Court must supply their own volleyballs.
- The Volleyball Court is for the play of volleyball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Volleyball Court.
- Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Volleyball Court.
- No chairs other than those provided by the District are permitted in the Volleyball Court.
- The Volleyball Court must be left clean after use.

FACILITY RENTAL POLICIES

Patrons, ages 18 and older, may reserve certain portions of the Amenity Facility for community and private events. The daily guest limits referenced in Section one (1) of the Facility Rental and Reserve Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for Community Use or rental at any given time; however, recurring events may be approved at the discretion of the Amenity Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facility is unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

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

(1) Available Facilities: The following areas of the Amenity Facility are available for Community Use and private functions for up to four (4) total hours (including set-up and postevent cleanup). For Community Use, rental fees shall be waived; however, a refundable damage deposit of One Hundred and Fifty Dollars (\$150.00) shall be required. For private events, the following rental fees shall apply:

Social Hall:	[Capacity: 62 persons]; Fifty Dollars (\$50.00)
Party Pavilion (each area):	[Capacity: 25 persons]; Twenty-Five Dollars (\$25.00)

The two Party Pavilion areas (outside the kitchen and outside the fitness center) may be rented together for a single event in which case the Twenty-Five Dollar (\$25.00) fee for each area will apply resulting in a total fee of Fifty Dollars (\$50.00).
The Pool Area shall remain open to other Patrons and their guests during normal operating hours.

The Patron renting any portion of the Amenity Facility or the Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event.

(2) *Reservations*: Patrons, ages 18 and older, interested in reserving an Amenity Facility for Community Use or private rental must submit to the Amenity Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

- For Community Use, at the time of submission, one (1) check or money order made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. The check or money order shall be the amount of One Hundred Fifty Dollars (\$150.00) as a refundable damage deposit.
- For private rentals, at the time of submission, two (2) checks or money orders (no cash) made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the room rental fee referenced above and the other check shall be in the amount of Two Hundred Fifty Dollars (\$250.00) for parties of up to twenty-five (25) attendees and Five Hundred Dollars (\$500.00) for parties of twenty-six (26) or more attendees as a refundable damage deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for private events at the request of the Amenity Manager, District Manager or any Patron.

(3) Staffing: During the Amenity Facility's operating hours in which Amenity Facility Staff is present, Community Use and private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager. Checks or money orders for additional staff shall be payable to *Amenity Services Group*.

(4) Deposit: As stated above, for Community Use a refundable damage deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is requested through submission of a Facility Use Application. For private rentals, a deposit in the amount of either Two Hundred Fifty Dollars (\$250.00) or Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through the submission of a Facility Use Application. Damage deposits for both Community Use and private rentals will be refunded in full provided:

- There is no damage to District Property, Amenity Facility, and its furnishings;
- Garbage and trash is removed and placed in the dumpster;
- All displays, favors or remnants of the event are removed;
- Furniture and other items are restored to their original position;
- Counters, table tops and sink are cleaned and wiped down;
- Trash can liners are replaced;
- The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
- In the event of any damage it must be reported immediately to the Amenity Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facility.

If additional cleaning of Amenity Facilities is required either for a private event rental or approved Community Use, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

- (5) Alcohol Policy.
 - Patrons must indicate on the Facility Use Application if they intend to serve alcohol at a rented Amenity Facility. Any Patron who does not indicate at the time the 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, Amenity Services Group, and District staff and consultants are to be named as additional insureds on the policy.
 - 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, 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.
- (6) General Policies:
 - No decorations may be affixed to the walls, doors or any fixtures.
 - Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from Amenity Facility staff.

- The areas of the Amenity Facility listed above may be rented after normal operating hours until 12:00 a.m.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- No glass, breakable items or alcohol are permitted in the Pool Area.
- 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 of Supervisors.

SUSPENSION AND TERMINATION OF ADULT PATRON PRIVILEGES

- (1) Privileges at the Amenity Facility can be subject to suspension or termination if a Patron:
 - Submits false information on the application for a Facility Access Card.
 - Permits unauthorized use of a Facility Access Card.
 - Exhibits unsatisfactory behavior, deportment or appearance.
 - Fails to abide by the rules and Policies established for the use of the Amenity Facilities.
 - Treats Amenity Facility Staff in an unreasonable or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facility or Amenity Facility Staff.
- (2) Amenity Facility Staff may at any time remove any Patron or guest from the Amenity Facility when such action is necessary to protect the health, safety and welfare of Amenity Facility Staff, other Patrons and their guests, or to protect District Property from damage.
- (3) The District shall follow the process below for suspension or termination of said privileges:
 - a. First Offense: removal from Amenity Facility for remainder of the day, verbal warning by Amenity Facility Staff of violations, which shall be recorded and kept on file in the Amenity Facility office.
 - b. Second Offense: removal from the Amenity Facility for remainder of the day, written warning by Amenity Facility Staff, signed by Patron and kept on file in the Amenity Facility office.
 - c. Third Offense: Automatic suspension of all privileges for one (1) week, written report signed by Patron and kept on file in the Amenity Facility office.
 - d. Fourth Offense: Suspension of all Amenity Facility privileges until the next scheduled Board of Supervisors meeting, at which time the Patron's record of all previous offenses shall be presented to the Board with a recommendation that the Patron's privileges be suspended for one (1) calendar year from the date of the Board's vote to suspend said privileges; however, the Patron may petition the Board for reinstatement no less than six (6) months after said privileges are suspended. Early reinstatement is in the sole discretion of the Board.

- (4) Notwithstanding the foregoing, any time a Patron is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Facility, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors 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 privileges.
- (5) Any Patron whose privileges have been terminated is entitled to appeal such termination to the Board of Supervisors, whose determination on appeal shall be final.

SUSPENSION AND TERMINATION OF MINOR PATRON PRIVILEGES

Minors (children under the age of 18) who violate these Policies may be removed from the Amenity Facility in the discretion of Amenity Facility Staff. Amenity Facility Staff shall create a written report of Policy violations, to be signed by the minor's parent or legal guardian. A letter will subsequently be sent to the parent or legal guardian, notifying them of the violation. A copy of the report and the letter shall be kept on file in the Amenity Facility office.

Any minor who is removed from the Amenity Facilities three (3) times in any one-year period, shall have his/her Amenity Facility privileges suspended for one (1) calendar year from the date of the third offense. A minor whose privileges have been suspended may still use the facilities when accompanied by a parent or legal guardian.

The parent or legal guardian of any minor whose privileges have been suspended is entitled to appeal such suspension to the Board of Supervisors, whose determination on appeal shall be final.

The above Polices were amended and adopted by the Turnbull Creek Community Development District Board of Supervisors this 13th day of March, 2018.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

APPENDIX A

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: This form must be completed in its entirety and returned to the Front Desk in order for amenity access privileges to be granted to any tenant. The form must be completed and signed by **all owners and co-owners** of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the Owners' names for this purpose. Upon acceptance of this properly completed document, any amenity access cards previously issued to the owner and their family members will be deactivated and listed tenants become eligible to apply for amenity access cards for the designated lease period. A fee of \$25.00 per amenity access card issued is payable by cash or check at the time a card is issued.

Agreement made this date ______ between the owners of the property located at: (date of this agreement)

____, St. Johns, FL

(property address)

- Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _________. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
- 2. Owners wish to transfer the rights and privileges to the use and enjoyment of the amenities within the District to Tenants.
- 3. Upon this transfer, Owners acknowledge their amenity access cards will be deactivated as of the date of such transfer.
- 4. Upon this transfer, Tenants acknowledge they must obtain their amenity access cards from the District and that Tenants have received or have reviewed a copy of the policies regarding District Amenity Facilities, to which they agree to follow.
- 5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the Owners of the Property to timely pay all Turnbull Creek Community Development District fees and special assessments.
- 6. Tenants acknowledge at the end of their tenancy, their amenity access cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their amenity access cards will be deactivated after three (3) months, but may be renewed by a further assignment by the Owners.
- 7. Owners and Tenants acknowledge that this document is subject to public review under Chapter, 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW



(Additional Owners continue on separate page)

APPENDIX B

Turnbull Creek Community Development District Amenity Facility Social Hall Use Policy

- (1) "Patrons" as defined in this Policy shall mean that as prescribed in the District's adopted policies regarding District Amenity Facilities.
- (2) Patrons may access the Amenity Facility Social Hall as a relaxing/quiet area only during normal staffed Amenity Center office hours, as may be posted and changed from time to time.
- (3) To gain access the Patron is to request access at the Amenity Center Office during normal office hours. The Main Room may not be available due to rentals, meetings or other activities and will remain locked.
- (4) All Patrons using the Amenity Facility Main Room are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and/or the misuse or destruction of the Facility Main Room may result in the suspension or termination of Amenity privileges.
- (5) The Facility Main Room is not to be used by the patron as a meeting room or for any type of business, classes, group/social functions or the like. Community use, for functions of this nature, shall be arranged per the Amenity Policies.
- (6) The Patron is responsible for any damage during their use of the Amenity Center Main Room.
- (7) Food is not permitted within the Amenity Center Main Room. Non-alcoholic beverages are permitted. Items that are in the refrigerator are personal items and are not to be consumed.
- (8) Proper Attire: Appropriate clothing and footwear must be worn at all time.
- (9) Wet bathing suits are not allowed.
- (10)Radios or music players are not permitted unless they are personal units equipped with headphones.

APPENDIX C

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ALCOHOL REQUEST FORM

Name of Applicant:	Date:
Street Address:	
Daytime Phone:	
Date / Time Requested:	

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 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 insured's. 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, 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.

I have read, understand and agree to abide by all policies and rules of the District governing the Amenity Center, including, but not limited to, the Alcohol Policy set forth in the Policies Regarding District Amenity Facilities ("Alcohol Policy"). I acknowledge that failure to adhere to the District's policies and rules may result in the suspension or termination of my privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and/or my guests. I further agree to obtain Event Liability insurance coverage in full compliance with the Alcohol Policy, naming the Bartram Springs Community Development District and its Board, staff and consultants as additional insured parties,

Signature of Applicant

Date

I HAVE READ AND UNDERSTAND THE FOLLOWING: (RESIDENT'S INITIALS/STAFF INITIALS UPON COMPLETION)

1/							
			f of his or the event.	her crede	ntial	no late	er

Resident must provide Event Liability insurance coverage for Personal Injury in the amount of One Million Dollars (\$1,000,000) and Property Damage in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) if event is approved to serve alcoholic beverages. "Turnbull Creek Community Development District, its Board, Staff and Consultants" are to be named on the policy as additional insured parties.

Received by:	Date:
Signature of ASG Manager:	Date:

Date: ____

SEVENTH ORDER OF BUSINESS

LICENSE AGREEMENT BY AND BETWEEN THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AND JTF RACING REGARDING THE USE OF THE DISTRICT'S JOGGING TRAIL

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this ______ day of ______, 2018, by and between:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

JTF RACING, a Florida limited liability company, with a mailing address of 254 Porta Rosa Circle, St. Augustine, Florida 32092 (the "Licensee" and together with the District, the "Parties").

RECITALS

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

WHEREAS, the District owns, operates, and maintains a recreation facility ("Amenity Facility"), which includes a jogging trail ("Jogging Trail"), as shown on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee approached the District and desires to make use of the District's Jogging Trail at the District's recreation facility for hosting a 5k running race on March 31, 2018 ("Race"); and

WHEREAS, the District is willing to allow the Licensee and its volunteers to make use of the Amenity Facility and Jogging Trail for the Race provided that such use does not impede the District's operation of the Amenity Facility as a public improvement; and

WHEREAS, the District has determined that providing the Licensee with the ability to use the Jogging Trail 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 Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this License 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:

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

2. **GRANT OF LICENSE.** The District hereby grants to the Licensee a license to use the Amenity Facility and Jogging Trail for the Race ("License"). In consideration for use of the Amenity Facility and Jogging Trail, Licensee agrees to the following conditions:

A. Licensee's access is limited to Jogging Trail and Amenity Facility restrooms as highlighted in yellow on **Exhibit A**, and the parking lot serving the Amenity Facility. No other use of or access to the Amenity Facility is permitted. Licensee does not have the right to access or use other parts of the District's Amenity Facility and other amenities.

B. Licensee's access is limited to the Race taking place on March 31, 2018 from _____a.m. to _____a.m.

C. The Parties acknowledge that weather conditions may affect the use of the Jogging Trail at any given time. The District shall have the right to temporarily close the Jogging Trail and Amenity Facility on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Jogging Trail and/or the Amenity Facility. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.

D. Only Race participants, volunteers and coaches using the Jogging Trail for the Race are permitted to enter the Jogging Trail, except in case of emergency. Family members and/or guests of Licensee may not use the Jogging Trail in conjunction with this License.

E. Licensee's use of the Jogging Trail shall be contemporaneous with the use of the Jogging Trail and Amenity Facility by Patrons of the District (as that term is defined in the Policies Regarding District Amenity Facilities), and Licensee's use shall not interfere with the operation of the Amenity Facility as a public improvement.

F. One outside running lane shall be kept open at all times during Race to allow Patrons of the District to use the Jogging Trail. Proper non-permanent signage regarding parking, mile markers and other information may be used during the term of this License only.

G. Licensee's use of the Jogging Trail shall be subject to the policies and regulations of the District, including but not limited to the Policies Regarding District Amenity Facilities, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a Turnbull Creek CDD sponsored or affiliated event.

H. Licensee shall provide to the District a Turnbull Creek Community Development District Consent and Release from Liability ("Release"), in the form attached hereto as **Exhibit B**, fully executed by each Race participant and, for minors, the parent or legal guardian of such participant, prior to that Race participants' use of the Amenity Facility or Jogging Trail. An electronic or hard copy form is permissible. The Licensee shall not permit any Race participant to use the Amenity Facility or Jogging Trail for the purposes set forth in this License Agreement without first providing the District with a fully-executed Release for that participant. Should the Licensee fail to comply with this Section 2.H., the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

3. TERM. The term of the License shall be for the day of March 31, 2018, unless terminated or revoked pursuant to Paragraph 4 below. However, the covenants and obligations of JTF Racing contained in Sections 7, 9, and 10 shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

5. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a running race and to provide trained and qualified running race administrators. Licensee shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants and employees. All minors participating in the Race 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 Race participant while using the Jogging Trail or Amenity Facility. Any and all waivers signed by Licensee's Race participants shall acknowledge the fact that the event is not a District sponsored or endorsed event. Furthermore, Licensee shall be solely responsible for procuring all state, county and local permits, certifications and otherwise complying with all applicable law in administering the Race.

6. **CAPACITY OF JOGGING TRAIL.** Licensee shall determine the number of Race participants and the appropriate ratio of Race participants to Race timers and administrators; provided, however, that Licensee shall provide the expected number of Race participants to the District's amenity manager ("Manager") and cooperate in good faith with the Manager to ensure that the Jogging Trail capacity is not exceeded.

7. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests, or invitees. The District and its supervisors, staff, and agents shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests, or invitees. 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 or law.

8. 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:

А.	If to the District:	Turnbull Creek Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: Jennifer L. Kilinski
В.	If to the Licensee:	JTF Racing 254 Porta Rosa Circle St. Augustine, Florida 32092 Attn: Joseph Fertsch

Except as otherwise provided in this License 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 License Agreement would otherwise expire on a nonbusiness 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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

9. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third-parties as a result of the Licensee's use of the Jogging Trail or Amenity Center, or associated areas, under this License Agreement. Licensee shall commence coordination of repair of any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole and absolute expense.

10. ENFORCEMENT OF LICENSE AGREEMENT. A default by either party under this License 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 Licensee'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).

11. PUBLIC RECORDS. The Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Licensee shall permit such records to be inspected and copied by any person desiring to do so. Failure of Licensee to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement. The provisions of Section 119.0701, *Florida Statutes*, are expressly incorporated herein by this reference, and Licensee shall be responsible for compliance with the same. Licensee shall provide requisite notice to Race participants that the information they submit for the Race may be subject to Florida's public records law.

12. CONTROLLING LAW; VENUE; REMEDIES. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

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

14. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee 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 the License without such prior written consent shall be void.

15. ENTIRE AGREEMENT. This is the entire License Agreement of the parties and it may not be amended except in writing signed by both parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the Amenity Facility and the Jogging Trail in 2018.

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

Attest:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Witness:

Chair/Vice Chair, Board of Supervisors

JTF RACING

Signature

By:_____ Its:_____

Print Name of Witness

Exhibit A:Amenity Facility Map**Exhibit B**:Waiver and Release

Exhibit A Amenity Facility Map

[insert amenity facility and jogging trail map]

MapMyRun

S MAPMYRUN

Route from vivoactive HR (2018-02-16 15:22:26+00:00)

Distance: 1.29 mi Elevation Gain: 20 ft Elevation Max: 38 ft

Notes



Directions Not Available

EXHIBIT B WAIVER AND RELEASE

, on behalf of myself, my personal representatives, my minor I, children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Turnbull Creek Community Development District (the "District"), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal 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, my children's and my guests' use of the facilities and lands owned by the District in connection with the running race administered by JTF Racing on March 31, 2018 ("Race"), including any and all on-site or off-site activities related to the Race, and any transportation to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my children's and my guests' participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property in connection with the Race. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release 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 or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT'S FACILITIES OR LANDS.

Name

Mailing Address

Signature

Telephone Number

Participant Signature

Date

EIGHTH ORDER OF BUSINESS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT St. Johns County, Florida

November 19, 2007

Lieutenant Tommy Amau St. Johns County Sheriff's Office 4015 Lewis Speedway St. Augustine, Florida 32084

Re: Authorization to Enforce Trespass Laws

Dear Lieutenant Aman:

On behalf of the Board of Supervisors of the Turnbull Creek Community Development District ("District"), a local unit of special-purpose government located in St. Johns County, please accept this as a Letter of Enforcement, authorizing the Sheriff's Office to enter District property and issue citations to trespassers thereon. For purposes of this authorization, "District property" refers to any areas at the Murabella subdivision that are accessible to District residents and non-resident fee payers only.

Please forward all trespass citations, warnings, and notice of any other actions related thereto to Bobby Kinkton of Amenity Services Group at (904) 940-1157. A list of additional District contacts is attached. The District will advise you immediately of any changes to the attached list.

This authorization is effective immediately. If you have any questions, please contact the District Manager, Mr. David DeNagy, at (904) 288-9130, ext. 109.

Best Regards,

Susen Wood

Susan Wood, Chairperson Board of Supervisors Turnbull Creek Community Development District

Enclosure

Turnbull Creek Community Development District Contacts

Contact	Title	Telephone Number
David deNagy	District Manager	(904) 288-9130, ext. 109
Susan Wood	Chair, Board of Supervisors	(904) 264-6553 (office)
		(904) 813-5648 (mobile)
Bobby Kinkton	District Facilities Manager	(904) 940-1157
Mark Jackson	Operations Manager	(904) 940-5850, ext. 409 (office)
	-	(904) 759-8573 (mobile)
Shirley Smith	Floridian Property Management	(904) 449-2576



ST. JOHNS COUNTY SHERIFF'S OFFICE PRIVATE/PUBLIC PROPERTY TRESPASS ENFORCEMENT AUTHORIZATION

Property Information:

Address and/or Parcel Number:

Description:		
Owner/Lease/Agent:		· · ·
Name:		
Address:		
Telephone:	Email:	

I swear or affirm that I am the owner/lessee/agent of the above listed property and I hereby authorize the St. Johns County Sheriff's Office to act on my behalf as follows: Law Enforcement officers of St. Johns County Sheriff's Office may issue warnings to depart the property, structure or conveyance pursuant to F.S. 810.08 and 810.09.

This authorization is in effect for two (2) years from the date received by the St. Johns County Sheriff's Office. The undersigned owner/lessee/agent agrees to notify the St. Johns County Sheriff's Office in writing when this authority is revoked, amended or ownership has transferred and in the case of any change in contact information.

Owner/Lessee/Agent Signature		
State of		
County of		
Sworn to and subscribe before me this	day of	
Signature of Notary Public	Print Name of Notary Public	
Personally known to me or		
Produced identification. Type of ID		
OR		
Witness Deputy Name	ID#	Witness Deputy Signature
DO NOT WRITE BELOW LINE - SJ	SO USE ONLY	
District/Zone:		
Date Received:		
Received/Entered by:	Expiration Dat	e:

NINTH ORDER OF BUSINESS

B.

RESOLUTION 2018-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING BID DOCUMENTS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Turnbull Creek Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure, including landscape and irrigation improvements; and

WHEREAS, the District desires to conduct a public bid process for the maintenance of the District's landscape and irrigation improvements; and

WHEREAS, due to the high degree of specialization required to maintain the District's landscape and irrigation improvements, and the desire of the District to maintain a high quality of maintenance services for those improvements, the Board of Supervisors of the District ("Board") hereby determines that it is in the District's best interests to competitively bid the landscape and irrigation maintenance services ("Work") through a Request for Proposals ("RFP") process; and

WHEREAS, the Board desires to approve the Project Manual for the Work, including the advertisement, instructions for proposers and evaluation criteria; and

WHEREAS, the Board desires to further authorize the Chairman or Vice Chairman (in the Chairman's absence) in consultation with District Staff, to effect any further revisions to the documents that are in the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this resolution.

SECTION 2. The Board hereby approves in substantial form the Project Manual, including advertisement, instructions for proposers and evaluation criteria, for the Work, as attached hereto as **Exhibit A**, and subject to further review and revision by District Staff as finally approved by the District's Chairman or Vice Chairman (in the Chairman's absence).

SECTION 3. The Board hereby authorizes the Chairman or Vice Chairman (in the Chairman's absence), in consultation with District staff, to effect any further changes to the bid documents, including but not limited to extending the due date provided for in the instructions to proposers, that are in the District's best interests.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of March, 2018.

ATTEST:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman/Vice Chairman

PROJECT MANUAL

FOR

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Issue: MARCH 12, 2018 Due Date / Time: April 18, 2018 at 11:00a.m.

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REQUEST FOR PROPOSALS ("RFP") LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

AND

NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES

St. Johns County, Florida

Request for Proposals

Notice is hereby given that **Turnbull Creek Community Development District** (the "**District**") will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services. The project manual, including contract documents, project scope and any technical specifications ("**Project Manual**"), will be available for public inspection and may be obtained beginning Monday, March 12, 2018, at -9:00 a.m. (EST) ("**Proposal Pick-Up Time**") from David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL, 32092. A fee of \$100.00 is required for a complete copy of the Project Manual. This fee is payable to the Turnbull Creek Community Development District.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, Monday, April 2, 2018 at 10:00AM at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, FL, 32092. Any firm attending the pre-proposal meeting must have purchased a Project Manual on or before the time of the pre-proposal meeting. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in PDF format and seven (7) hard copies of the required proposal no later than 11:00 a.m. (EST), Wednesday, April 18, 2018, to the Turnbull Creek Community Development District, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092, e-mail ddenagy@gmsnfl.com. As noted below, all submitted proposals will be publicly opened at that time, day and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

Failure to attend the mandatory pre-proposal meeting as specified may disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as "Turnbull Creek Community Development District Landscape and Irrigation Maintenance Services Proposal." Hard copies of the proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

In order to submit a bid, each bidder must: (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with St. Johns County, in good standing; (2) have at least three [3] years' experience with landscape maintenance projects of similar size

and scope; and (3) attend the mandatory pre-bid meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those proposers who have purchased a Project Manual and issued through Addendum.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so.

Notice of Public Meeting for Bid Opening

A special meeting of the Turnbull Creek Community Development District will be held on 11:00 a.m. (EST), Wednesday, April 18, 2018 at Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Dave deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this request for proposals shall be directed in writing only to Dave deNagy at ddenagy@gmsnfl.com, with e-mail copy to Jennifer Kilinski at jenk@hgslaw.com. Questions must be submitted on or before 3:00 PM on April 10, 2018.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT REOUEST FOR PROPOSALS

Landscape and Irrigation Maintenance Services St. Johns County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in PDF format to Dave deNagy at ddenagy@gmsnf.com. Firms must also provide seven (7) sealed hard copies of the required proposal no later than 11:00 a.m. (EST), Wednesday, April 18, 2018, to the Turnbull Creek Community Development District, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. As noted below, all presented proposals will be publicly opened at that day, time and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, Monday, April 2, 2018 at 10:00AM at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, FL, 32092. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal, in the District's sole discretion.

SECTION 3. BID GUARANTEE. Each proposer shall submit a bid guarantee in the form of a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its bid ("Bid Guarantee"). The Bid Guarantees shall be held until the time of award of contract with the successful bidder at which time the Bid Guarantees shall be returned to all unsuccessful bidders. If the successful bidder does not enter into the Contract within the time frames set forth herein, the bidder shall forfeit its Bid Guarantee to the District.

SECTION 4. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

FAMILIARITY WITH THE PROJECT. Each proposer, by and through the SECTION 5. submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors.

SECTION 6. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 7. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 8. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 9. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this request for proposals shall be only directed in writing to David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092 or by electronic mail at ddenagy@gmsnf.com and to District Counsel, Jennifer Kilinski at <u>jenk@hgslaw.com</u>. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before 3:00 PM April 10, 2018 will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 10. SUBMISSION OF PROPOSAL. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in pdf format to Dave deNagy at ddenagy@gmsnfl.com. Firms must also provide seven (7) copies of the required proposal no later than Wednesday, April 18, 2018 11:00 a.m. (EST), at the office of Turnbull Creek Community Development District, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. As noted below, all presented proposals will be publicly opened at that day, time and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

The hard copies of the proposal forms for the District, along with other requested attachments, shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR PROPOSALS (Turnbull Creek Community Development District – Landscape and Irrigation Maintenance Services) ENCLOSED" on the face of it.

SECTION 11. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 12. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning Monday, March 12, 2018, at 9:00 a.m. (EST), from David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL, 32092. A fee of \$100.00 is required for a complete copy of the Project Manual. Fees should be addressed to the Turnbull Creek Community Development District.

SECTION 13. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 15. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract in substantially the form included

within the Project Manual. The proposer is expected to commence work on or about May 1, 2018 or such other date that is designated by the District in a written Notice to Proceed, which date shall be fixed in the District's sole discretion. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer's risk unless specifically agreed to in writing by the District.

SECTION 16. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 17. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 18. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 19. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 20. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 21. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three (3) references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

SECTION 22. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed to: District Manager, David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL, 32092. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 23. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District

relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 24. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District's Board of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 25. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 27. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida, and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposer's proposal, but instead in the Board's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 28. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" shall be construed to
refer to the Turnbull Creek Community Development District and the District shall be the authority for all matters concerning the District and the District's resulting contract.

SECTION 29. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal attests to this.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

Proposals for the District will be evaluated based on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	25
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.	20
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.	20
5.	References Assessment of contractor's work by client references and references with demonstrated success in providing similar services. References must also indicate contractor's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	CostCost Proposal will be evaluated using the following formula:(Lowest Proposed Cost / Proposer's Cost)= Maximum Total Cost Points	20
Total		100

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate District proposals on May 8, 2018, at 6:00 PM, but the District reserves the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF	· · · · · · · · · · · · · · · · · · ·
COUNTY OF	

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______ for ______ for ______ ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Turnbull Creek Community Development District proposal for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum numbers:

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Turnbull Creek Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer. Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Date	d this	day o	f		,	2018.		
Prop	oser:							
1				By:				
				Title:				
STATE OF COUNTY (· · · · · ·	-					
			-					
The	foregoing	instrument	was	acknowledged	before	me	this	day of
		_, 2018, by _		of			, who is	s personally
known to me	or who has p	produced				as i	identification,	and did []
or did not []								

Notary Public, State of Florida	
Print Name:	
Commission No.:	
My Commission Expires:	

PROPOSAL FORM FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT c/o Dave deNagy (hardcopy) & ddenagy@gmsnfl.com (e-mail copy) on or before April 18, 2018 at 11:00 A.M. (EST)

Turnbull Creek Community Development District

FROM:

TO:

(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Turnbull Creek Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

I, ______ REPRESENTING ______ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1 (2019 - 2020)		
Year 2 (2020 - 2021)		
Year 3 (2021 - 2022)		
Proposed Lump Sum (Alternate 1):	Monthly	Annual Total
Year 1 (2019 – 2020)		
Year 2 (2020 – 2021)		
Year 3 (2021 – 2022)	· · · · · · · · · · · · · · · · · · ·	
Proposed Lump Sum (Alternate 2):	Monthly	Annual Total
Year 1 (2019 – 2020)		
Year 2 (2020 – 2021)		
Year 3 (2021 – 2022)		

The fee amounts shall be based on the enclosed schedule of values and other reasonable market costs.

NAME OF PR	OPOSER:		
ADDRESS:			
PHONE:		FAX:	
SIGNATURE:			-
PRINTED NA	ME:		
TITLE:			-
DATE:			

QUALIFICATION STATEMENT

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PROPOSER'S QUALIFICATION STATEMENT

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TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

(Name of Proposer)

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT PROPOSER'S QUALIFICATION STATEMENT

1.	Proposer:		/ A Partnership			
	[Con	npany Name]	/_/ A Corporation / / A Subsidiary Corporation			
2.	Parent Company Name:					
3.	Parent Company Addres	s:				
	Street Address					
	P.O. Box (if any)					
	City	State	Zip Code			
	Telephone	F	ax no			
	1st Contact Name		Title			
	2nd Contact Name		Title			
4.	Proposer Company Add	Proposer Company Address (if different):				
	Street Address					
	P. O. Box (if any)					
	City	State	Zip Code			
	Telephone	F	ax no			
	1st Contact Name		Title			
	2nd Contact Name		Title			
5.	List the location of the District.	office from which th	e proposer would provide services to the			
	Street Address					
	City	State	Zip Code			
	Telephone	Fa	ax No			
	1st Contract Name		Title			

- 6. Is the Proposer incorporated in the State of Florida? Yes () No ()
 - 6.1 If yes, provide the following:

7.

8.

9.

Expiration Date

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No () If no, please explain Date incorporated _____ Charter No. _____ ۵ If no, provide the following: 6.2 The State with whom the Proposer's company is incorporated? Is the company in good standing with the State? Yes () No () If no, please explain_____ Date incorporated _____ Charter No. _____ • Is the Proposer company authorized to do business in the State of Florida? Yes() No() If Proposer is not incorporated, please identify the type of business entity 6.3 (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services. Has the Proposer's company provided services for a community development district or similar community previously? Yes () No () If yes, provide the following: 7.1 Number of contracts Proposer has executed with community development 0 districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year (15) , (16) _____, (17) _____. What are the Proposer's current insurance limits? General Liability \$ Automobile Liability \$ \$ Umbrella Coverage Workers Compensation \$_____ Employer's Liability \$____

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies)

- Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?
 Yes _____ No ____ If so, where and why? _____
- Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?
 Yes () No () If so, state name of individual, other organization and reason therefore.
- 13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years.
- 15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

- 17. List irrigation technicians and include number of years of experience:
- 18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
- 19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.
- 20. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

.....

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm es and state whether such

21. Licensure - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing. Be sure to include FDOT and St. Johns County Licenses:

any p verify detern servic integr Name	ertinent information require the statements made is nine whether the Distress invitation for proporty, quality of performant of Proposer day of	uested by the Distri in this document c ict should conside sals, including suc nce, efficiency and	st(s) any person, firm or corporation to furnish ct or its authorized agents, deemed necessary to or documents attached hereto, or necessary to er the Proposer for bidding on the landscape ch matters as the Proposer's ability, standing, general reputation. By:
any p verify detern servic integr Name	ertinent information require the statements made in ine whether the Districts invitation for proporty, quality of performant of Proposer	uested by the Distri in this document c ict should conside sals, including suc nce, efficiency and	ct or its authorized agents, deemed necessary to or documents attached hereto, or necessary to er the Proposer for bidding on the landscape ch matters as the Proposer's ability, standing, general reputation. By:
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	If no, are you able/wi property? And at what		n arborist for consultation purposes on District
23.	Do you have an arboris If yes, please provide ir		(Yes/No) our on staff-arborist:
	that were taken with res be involved with this pr	spect to the hiring a roject, and provide	and retention of the bidder's personnel who will proof thereof to the extent permitted by law:
22.	Security Measures - Pl	ease describe any	background checks or other security measures

.

CORPORATE OFFICERS

Company Name_____

Date_____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
· · ·			
FOR PARENT COMPANY (if applicable)			

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AFFIDAVIT FOR INDIVIDUAL

State of ss:

County of

, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 2018.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of	 SS

County of

______, is a member of the firm of _______, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 2018.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of	SS:
County of	
(title)	of
the questions in the foregoing concerning the and true as of the date of this affidavit; and	sworn, deposes and says that the statements and answers to ne qualification statement and corporate officers are correct , that he/she understands that intentional inclusion of false, atement constitutes fraud; and such action on the part of the rejection of Proposer's proposal.
	(Officer must also sign here)
	CORPORATE SEAL
Sworn to before me this day of	, 2018.
Notary Public/Expiration Date:	
(SEAL)	

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to Turnbull Creek Community Development District.
- 3. My name is ______ and my relationship to the entity named above is ______.
- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida</u> <u>Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), <u>Florida</u> <u>Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information-and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

SIGNATURE FOR SWORN STATEMENTS

AFFIDAVIT:

Date: _____

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

who, after first being sworn by me, affixed his/her signature in the (name of individual signing)

space provided above on this _____ day of _____ 2018.

NOTARY PUBLIC

My commission expires:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of , 2018 by and between:

Turnbull Creek Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("**District**"); and

(the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

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

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

- 2. CONTRACTOR OBLIGATIONS.
 - a. Scope of Services. The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The pricing shall be as reflected in **Exhibit B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be

required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous

acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- e. *Scheduling*. Contractor is scheduled to be on site a minimum of five (5) days per week (M-F) In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).
- f. **Protection of Property.** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace damaged property to the satisfaction of the District.
- g. Reporting Services. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Jeff Branch and Howard McGaffney to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District's Board of Supervisors upon request.
- h. **Deficiencies.** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to,

among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- i. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- 1. **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.

- m. *Subcontractors.* The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. Independent Contractor Status. In all matters-relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

- a. *Term.* Work under this Agreement shall begin on the date first written above and end after one year ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods.
- b. *Compensation.* As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. 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.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) 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, notwithstanding any other provision of this

Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. INSURANCE.

- a. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, 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 A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. *Types of Insurance Coverage Required.* The Contractor 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. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. *Additional Insureds.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
- d. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. 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 to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other-law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

7. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. MISCELLANOUS PROVISIONS.

- a. **Default & 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 for breach of this Agreement, 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 in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. *Custom & Usage*. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- c. *Successors*. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- d. *Assignment.* Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. *Headings for Convenience.* 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.
- f. *Agreement.* This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- g. *Attorney's Fees.* In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- h. *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.
- i. *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.
- j. *Notices.* Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A.	If to the District:	Turnbull Creek Community Development District c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092	
	With a copy to:	Hopping Green & Sams, PA	

119 South Monroe Street Suite 300 Tallahassee, Florida 32314 Attn: Jennifer Kilinski

B. If to Contractor:

Attn:	 	

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.

- k. *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.
- 1. Controlling Law & 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. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.
- m. *Public Records.* The 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 **David deNagy** ("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 any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, David deNagy by phone at (904) 400-1758, by email at ddenagy@gmsnfl.com, or by mail at 475 West Town Place, Suite 114, St. Augustine, FL 32092.

- n. *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.
- o. *Arm's Length Transaction*. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- p. *Signatures.* 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. Moreover, electronic records of signatures shall constitute original signatures for all purposes.
IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

By:	By:
□ Secretary	□ Chairperson_
Assistant Secretary	Vice Chairperson
	Date:
ATTEST:	
Ву:	By:
Its:	Its:
	Date:

Exhibit A: Scope of Services

Exhibit B: Proposal

Exhibit C: Landscape Maintenance Areas Exhibit

Exhibit D: Additional Services Order

EXHIBIT "A"

FEE SCHEDULE AND SCOPE OF SERVICES

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRTICT ANNUAL LANDSCAPE AND IRRIGATION MAINTENANCE PROPOSED SCHEDULE OF VALUES

Item No. And Description (Refer to Scope of Services and Maintenance Map for Descriptions)

 a) Mowing (string trimming, edging and blowing) - Including pond banks \$
Alternate 1
b) Mowing (string trimming, edging and blowing) - pond banks but utilizing small maintenance equipment (mowers with a deck not to exceed 36") 2 feet from the water's edge 6' up towards the top of the bank
\$
<u>Alternate 2</u> b) Mowing (string trimming, edging and blowing) - pond banks abutting District assets (per Section 1.1.B of the RFP
\$
Weeding \$
Pruning (Shrubs, vines, palms and ornamental trees) \$
Pesticide Application (Turf, Shrubs and Trees) \$
Fertilization (Turf, Shrubs and Trees) \$
Irrigation Repairs (All-inclusive except 4" and bigger repairs) \$
Mulching \$
Seasonal Colors \$

TOTAL PRICE PROPOSAL (Items 1 – 8) \$
TOTAL PRICE PROPOSAL (Items 1 – 8) ALTERNATE 1 \$
TOTAL PRICE PROPOSAL (Items 1 – 8) ALTERNATE 2 \$

Proposal Summary by Month (2019/2020/2021)

(Reflect effect of seasonal variations in monthly costs)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Proposal Summary by Month (Alternate 1 – 2019/2020/2021)

(Reflect effect of seasonal variations in monthly costs)

January	
February	· · · · · · · · · · · · · · · · · · ·
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Proposal Summary by Month (Alternate 2 – 2019/2020/2021)

(Reflect effect of seasonal variations in monthly costs)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE UNIT PRICES

Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All material shall be Florida No. 1 or better.

SOD/SEED/MULCH:

Live Oak ~ 100 gal., 200 gal.

Sodded Bermuda 419, St Aug, Bahia. SY	\$
3" Deep Pine Straw, CY	\$
3" Deep Shredded Red Mulch, CY	\$
Seeded Winter Rye, SY	\$
Removal of Aged Mulch – Berms	\$
Removal of Aged Mulch – Entrances, Amenity Area,	
Roadways and Round-About	\$
SHRUBS:	
Crown Grass – 3 gal.	\$
Dwarf Yaupon Holly – 3 gal.	\$
Parsons Juniper – 3 gal.	\$
Knockout Rose – 3 gal.	\$
Sea Green Juniper – 3 gal.	\$
ANNUALS:	
Annuals in 4"pots per flat of 18	\$
TREES (CONTAINER):	
Crape Myrtle – 65 gal., 100 gal.	\$ \$
,	\$
Wax Myrtle – 30 gal.	
Southern Magnolia – 65 gal.	\$
Nelly Stevens Holly – 30 gal.	\$

54 of 68

\$_____

\$_____

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE - UNIT PRICES

Please provide the following unit prices for routine maintenance repair and replacement of the following litems. Each unit price shall include all costs for complete, installed work including materials, labor, overhead, and profit.

CONTROLLER: Rainbird ESTP-32MC \$ ____. \$ Rainbird ESP-24 VALVES WITH VIOLET INDICATORS: Rainbird PGA/50 \$_ RAINBIRD SPRAYS NELSON ROTORS WITH VIOLET CAPS: \$_____ 6" Rainbird 1800 SAM 12" Rainbird 1800 SAM \$_____ \$_ Hunter 4" Pop Rotor, EA VALVE BOX WITH VIOLET LID: VP - 10, EA \$ VP – 12, EA \$ WIRE:

14-1 Ft.	\$
12-1 Ft.	\$

PIPE VIOLET:

6" PR – Sch. 160, per LF	\$
4" PR – Sch 160, per LF	\$

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE - UNIT PRICES

Miscellaneous:

Please provide rates for the following items:

Α.	Mowers (riding mower)	\$	Acre
	Mowers (mower – not to exceed 36")	\$	Acre
В.	Bush-Hog	\$	Acre
C.	Tractor/Skid Steer	\$	Hour
D.	Supervisor with Transportation	\$	Hour
E.	Laborer with hand equipment	\$	Hour
F.	Dump/Flat-Bed Truck	\$	Hour
G.	Irrigation tech labor rate	\$	Hour
н.	Additional site pick-up	\$	Per Trip/Load Price
۱.	Additional Irrigation Inspection	\$	Hour
J.	Additional Palm Tree Trimming	\$	Hour
к.	Back-Hoe/Trencher/Excavator	\$	Hour
L.	Fire Ant Control	\$	"Top Choice" Application
	Fire Ant Control	\$	Spot Treatment Application
м.	Ornamental Grass Maintenance		
	Berms & Entryways (S.R. 16 San Giacomo to Por	a Rosa Circle	and Pacetti Road to include
	Positano to Porta Rosa Circle	\$	Per Treatment Cost
	Amenity Center (including pool area)	\$	Per Treatment Cost
	Common Area Fields & Abutting Berms	\$	Per Treatment Cost
	All other Berm Areas	\$	Per Treatment Cost
N.	Aeration (Amenity Center Field)	\$	Area Cost Per Treatment
	Aeration (San Glacomo)	\$	Area Cost Per Treatment
	Aeration (Pescara Field)	\$	Area Cost Per Treatment
	Aeration (Positano & Porta Rosa Circle)	\$	Area Cost Per Treatment
о,	COST FOR ADDITIONAL MOWING (as requested	and District a	approved)
	Lump Sum as requested depending on area	\$	Acre
	Lump Sum as requested Alternate 1	\$	Acre

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE - UNIT PRICES

P. Hurricane and Storm rates.

Before, during and after the storm/hurricane the district operations manager and contractor will be in contact with each other to determine the extent of the damage and the need for additional crew out on district property. After discussion the best plan of action will be formed to ensure safety to the community and its residents. Repairs and replacement will be done at the most cost effective way to the district.

Fully equipped laborer	\$
Backhoe/Front end Loader	\$
Skid steer Loader	\$
Chipper	\$
Specialty Rental Equipment	Prop
Subcontractor costs (if necessary)	Prop
Disposal Fees	Prop

\$_____ per man hour* \$_____ per hour** \$_____ per hour** \$_____ per hour ** Proposed as required Proposed as required Proposed as required

LANDSCAPE AND IRRIGATION MAINTENANCE SCOPE OF SERVICES

FOR-THE TURNBULL CREEK CDD

General Requirements: Contractor to provide labor, equipment and materials needed to maintain the landscape and irrigation for the Turnbull Creek CDD (aka: MuraBella). The Contractor shall provide a member of his/her team to attend all scheduled CDD board meetings to report on the current condition of the landscape and answer questions from the board. The Contractor shall-provide a knowledgeable onsite foreman that will act as the liaison between the District and the ground crew.

Schedule of Service:

The Contractor will be onsite 5 days a week during the growing season (April 1 – October 31) and a min of 3 times a week during the non-growing season (November 1 – March 31). Contractor will endeavor to schedule all work to be completed by Friday of each week. Missed days due to weather or for any other reason shall be made up within 3 (three) days of the scheduled work days.

1.0) Maintenance:

1.1) Mowing:

All turf areas, including the twenty-one (21) pond banks, shall be mowed weekly during the growing season (April 1 – October 31) and once per month during the non-growing season (November 1 – March 31). St. Augustine turf areas shall be maintained at 4" height, and Bermuda turf shall be maintained at 2.5". Grass cut on the pond banks shall not be discharged into the pond or on the resident's property. The Contractor shall contact the District Operations Manager each mowing cycle prior to mowing the pond banks to determine if any of the pond banks will be too wet for mowing. In the event that grass clippings are left behind during mowing, the clippings shall be removed by the contractor within 2 business days after mowing was complete. An hourly mowing value shall be provided in the event the owner wishes to add another mow during the non-growing season based on seasonal conditions.

1.1.A)

As an alternate (to be priced as Alternate 1) to mowing the twenty-one (21) pond banks, with mowers greater than 36", in an effort to avoid damaging the pond banks, the contractor will mow/trim the pond banks with a mower not to exceed 36" and string trim the first two feet from the water's edge. Mowing by machine will start two feet from the water's edge and continue six feet up towards top of pond bank. In the event that grass clippings are left behind during mowing, the clippings shall be removed by the contractor within 2 business days after mowing was complete. Any ruts or damages caused by the contractor, shall be fixed within 7 days of the occurrence of damage, or being notified of any damages, at the contractor's expense.

1.1.B)

To be priced as Alternate 2; any pond bank where a private property owner resides shall not be maintained by the landscape contractor. Landscape maintenance shall only occur on pond bank areas abutting District assets. Please refer to the parcel maps included in this RFP for guidance.

1.2) String Trimming:

Trimming around obstacles shall be performed at every mowing cycle. Care shall be taken so as not to damage fence posts, light poles, trees and shrubs.

1.3) Edging:

All hardscape and paved trails shall be edged each mowing cycle. Beds and tree rings shall be edged twice monthly during the growing season, and as needed during the non-growing season.

1.4) Blowing:

All hardscape areas shall be blown clean following all maintenance operations, including tennis courts, basketball courts, and streets and parking areas. Care shall be taken to blow or otherwise remove fertilizer and other chemical applications back on turf when distributor spreads beyond turf areas. It is critical that these chemicals not be washed directly into the drainage system. No fertilizer or chemicals shall remain on paved surfaces, including curbs and gutters on roadways or parking areas.

1.5) Weeding:

Plant beds, natural areas (including all berms) and hardscapes shall be kept free of noxious weed growth by utilizing chemical and/or mechanical means. Pre-emergent herbicides shall be applied at the appropriate time(s) and applied with care so as not to damage plants, turf areas, or storm water containment areas. Post-emergent herbicides shall be applied at the appropriate time(s) and applied with care so as not to damage plants, turf areas, or storm water containment areas. Post-emergent herbicides shall be applied at the appropriate time(s) and applied with care so as not to damage plants, turf areas, or storm water containment areas. Any and all chemical and fertilizer applications shall be documented to include the products used, rates and application dates.

1.6) Pruning:

Shrubs, vines and ornamental trees in common areas and berms shall be pruned to maintain their desired natural shape, and to maintain appropriate distances between pedestrian and vehicle areas. Trees (i.e., Crape Myrtles, etc.) shall be pruned when dormant, or as recommended by the most recently adopted University of Florida agricultural standards or by property manager's request. Palm trimming shall be completed one time per year in June/July. A palm count and price per Palm shall be provided to the owner in the contract. The owner will reserve the right to approve which Palms will be trimmed, if any, on a yearly basis. During the year any broken palm fronds shall be cut and removed by the contractor.

1.7) Berms:

Berms shall be cleaned, weeded and manicured once a year at the same time that new pine straw mulch is put down. Shrubs and trees will be pruned, grasses trimmed and old foliage removed. Any debris (sticks, pine cones, trash, etc.) and weeds will be removed year-round.

2.0) Pesticide Application:

2.1) Turf Pest Control:

All turf shall be inspected weekly and spot treated as needed to maintain a healthy appearance. In the event of infestation, the vendor shall apply broadcast applications of insecticides to bring pest populations within acceptable levels. When possible, low application rates shall be utilized to reduce environmental stress.

The owner requests a per treatment application price for ant/mole cricket control to all Bermuda grass areas to be provided in the proposal to be used in the event the district adds or deletes an application. The owner shall approve this application in March. The owner per season, to avoid pest resistance, shall approve products such as fipronil, bifenthrin and imidacloprid. Documentation will be provided to the owner per application to include product used, application rates and treatment dates.

Top Choice granular insecticide blanket application (for Fire Ant control) shall be applied annually at the three main entrances, roadways, amenity center, and surrounding common Bermuda grass areas. Fire ant control shall be applied during the year, as needed, to control mound outbreaks with a product other than Top Choice.

2.2) Shrub and Tree Pest Control:

Shrubs and trees shall be inspected bi-weekly for insect activity. When pest presence reaches unacceptable levels, systemic insecticides shall be used. If infestation is widespread, apply low rate broadcast applications. Any shrubs or trees that are lost due to insect infestation that is not identified by the Vendor, during the bi-weekly inspections shall be replaced at the expense of the contractor.

3.0) Fertilization:

3.1) Turf Areas:

All lawn areas (entry and roadway, amenity center and mail kiosk and the St. Augustine grass on the berms) shall be fertilized with granular slow release fertilizers. A per fertilizer application price shall be provided in the proposal to be used in the event the district adds or deletes an application. The owner reserves the right to approve each application on an individual basis dependent on seasonal conditions. Each application shall be documented with product choice, application rates, as well as treatment dates.

The pre-emergent herbicide applications shall be made to the turf first in February – March, and secondly, in September – October. The applications will be documented for the owner to include product choice, application rates and treatment dates.

Applications shall be made using the following schedules:

- Round 1 March
- Round 2 May
- Round 3 September
- Round 4 November

Fertilizers shall be sulfur coated and provide a uniform homogenous distribution of N.P.K. appropriate for the time of year. One pound of total Nitrogen shall be applied per application. Weed control in turf and landscape areas shall be done as needed to maintain a healthy, weed-free appearance. Remove fertilizer and chemicals from roadways and parking areas after application. A natural type of fertilizer (milorganite) shall be applied no closer than the minimum required distance to the water line of the pond banks once a year when the growing season starts.

Turf areas planted by the vendor shall be warranted for one-year from the date of installation (warranty period) to grow properly. If any turf areas planted by the vendor do not grow properly within the warranty period the vendor, at its cost, will replace the turf area immediately once the warranty period has expired.

3.2) Shrubs and Trees:

Shrubs and trees shall be fertilized 2 times yearly with a balanced, granular, slow release nitrogen source. Additional micronutrients and added manganese will be applied to palms and magnolias. Applications shall be made using the following schedules:

- Round 1 March
- Round 2 September

One application of a systemic insecticide and liquid fertilizer shall be made to all shrubs and trees. This application will be in April – May. A per application cost will be provided to the owner per the proposal to be used in the event the district adds or deletes an application. The owner reserves the right to authorize this application based on environmental conditions. Documentation will be provided to the owner per application to include product used, application rates and treatment dates.

Seasonal annuals shall be fertilized on 30-day cycles utilizing water-soluble nitrogen.

Shrubs and trees planted by the vendor shall be warranted for one-year from the date of installation (warranty period) to grow properly. If any shrubs or trees planted by the vendor do not grow properly within the warranty period the vendor, at its cost, will replace the shrubs or trees immediately once the warranty period has expired.

New shrubs and trees, when purchased, shall be removed from their shipping container when planting and precautions taken to avoid root bounding.

4.0) Irrigation Inspection and All-Inclusive Package Guidelines:

Bi-weekly inspections (26 inspections per year) to all controllers and the full irrigation system including battery controllers will be performed by the Contractor and shall include:

- All sprinkler heads checked for proper operation and coverage. Minimize overspray onto roadways and pedestrian areas when possible.
- Inspect all valve boxes for broken or missing lids, replacing as needed.
- Adjust, as needed, the controller to provide proper application of supplemental water while following the required SJRWMD guidelines.
- Adjust watering schedules to correspond with seasonal color installation, fertilization applications and pest control operations.
- Adjust watering schedules as required by District Operations Manager as needed to accommodate special events and sports activities.
- Watering schedules will be adjusted as needed based on seasonal rainfall amounts.
- A written report for each inspection outlining all zone inspections shall be provided to the District Operations Manager upon completion of each inspection.

This contract shall include an annual inspection amount, which shall include all of the following repairs as needed:

Amount shall include all of the following repairs as needed:

- Lateral line repairs.
- Valve repair and replacement as needed.
- Solenoid replacement.
- Head replacement, raising and adjusting as needed.
- Relocation or adjustment of heads to accommodate plant growth.
- Wire splices, locating cut wires as needed.
- Valve box replacements.
- Decoder repair and replacement.
- Battery replacement in all controllers as needed to maintain memory functions.

The following items fall outside this contract:

- The water source and pump system and their respective controls and power supplies.
- Mainline repairs of 4" pipe size and above.
- Timer repair and replacement.
- Damage due to vandalism, verifiable lightning strikes or power surges.

As this is_an-all-inclusive irrigation contract, any damage to the landscape due to an irrigation related Issue, be it over or under watering, shall be repaired or replaced at the landscape contractors expense. There shall be no extra costs for special service calls for repairing, adjusting or maintaining the irrigation system unless the damage is due to vandalism, verifiable lightning strikes or power surges. All irrigation repairs shall be completed within 24-hour of notification.

5.0) Mulching:

All entry's, amenity areas, roadways, and roundabouts shall be mulched twice yearly (March and late summer) with Red Cyprus Mulch at a 2" depth. Pine Straw is to be applied to all berm areas twice a year in March and September at a depth of 3". A per application price shall be provided to the owner in the contract. Additionally, a per-application price to renovate the beds, to remove the old mulch and re-fresh shall be provided in the contract. The owner reserves the right to add or subtract applications. The owner also reserves the right to substitute a mulch application with a mulch removal.

6.0) Seasonal Color:

Annuals shall be changed out in 4 cycles yearly. Color and species shall be discussed with and approved by the District Operations Manager prior to installation. Additional soil amendments, fungicides and insect applications shall be performed to maintain vigorous growth and color. Change out schedule is as follows:

- Spring March
- Early summer June
- Late summer August / September
- Winter November / December

Area to receive seasonal color shall be at the entrance islands with a minimum number of plants to be as follows:

- SR16 and San Giacomo entrance a minimum of 420 plants per installation.
- Pacetti Road and Terrancina Dr entrance a minimum of 85 plants per installation.
- Main entrance at Pacetti Road a minimum of 215 plants per installation.
- San Marino entrance a minimum of 72 plants per installation.
- Amenity center beds and roundabout a minimum of 612 plants per installation.

7.0) Additional plants:

The Contractor annually shall provide without cost to the District the labor and materials for the following items:

• Christmas color display of poinsettia's to be provided at the amenity center entrance for the Thanksgiving and December Holiday seasons.



TURNBULL CREEK CDD				
No.	Parcel ID #	Owner Name	Acreage	
1	0286870001	Turnbull Creek Community Development District	2.00	
2	0286850003	Turnbull Creek Community Development District	1.43	
3	0286850003	Turnbull Creek Community Development District	0.20	
4	0286870001	Turnbull Creek Community Development District	2.71	
5	0286850003	Turnbull Creek Community Development District	1.00	
6	0286870001	Turnbull Creek Community Development District	2.12	
7	0286850003	Turnbull Creek Community Development District	0.25	
8	0286870001	Turnbull Creek Community Development District	11.87	
9	0286870001	Turnbull Creek Community Development District	1.73	
10	0286850003	Turnbull Creek Community Development District	0.84	
11	0286850003	Turnbull Creek Community Development District	3,71	
12	0286850003	Turnbull Creek Community Development District	4.32	
13	0286850003	Turnbull Creek Community Development District	14.23	
14	0286850003	Turnbull Creek Community Development District	3.18	
15	0286850003	Turnbull Creek Community Development District	0.34	
16	0286853046	Turnbull Creek Community Development District	0.07	
17	0286850003	Turnbull Creek Community Development District	1.90	
18	0286850003	Turnbull Creek Community Development District	1.30	
19	0286870001	Turnbull Creek Community Development District	3.26	
20	20 0286850003 Turnbull Creek Community Development District		2.31	
21	0286850003	Turnbull Creek Community Development District	17.26	
22	0286870001	Turnbull Creek Community Development District	2.94	
23	0286870001	Turnbull Creek Community Development District	0.12	
24	0286850003	Turnbull Creek Community Development District	0.93	
25	0286870001	Turnbull Creek Community Development District	8.55	
26	0286870001	Turnbull Creek Community Development District	0.22	
27	0286860001	Turnbull Creek Community Development District	0.24	
28	0286860001	Turnbull Creek Community Development District	9.06	
29	0286860001	Turnbull Creek Community Development District	1.73	
30	0286850003	Turnbull Creek Community Development District	4.11	
31	0286860001	Turnbull Creek Community Development District	2.25	
32	0286850003	Turnbull Creek Community Development District	2.90	
33	0286850007	Turnbuil Creek Community Development District	3.27	
34	0286850003	Turnbull Creek Community Development District	14.11	
35	0286850003	Turnbull Creek Community Development District	2.68	
		Total	129.17	



MURABELLA LLC					
No.	Parcel ID #	Owner Name	Acreage		
1	0286850001	Murabella LLC	2.82		
2	0286850001	Murabella LLC	1.49		
3	0286850001	Murabella LLC	1.15		
4	0286850001	Murabella LLC	0.78		
5	0286850001	Murabella LLC	0.22		
6	0286850006	Murabella LLC	26.97		
7	0286850006	Murabella LLC	1.63		
8	0286850006	Murabella LLC	4.39		
9	0286850006	Murabella LLC	0.06		
10	0286850006	Murabella LLC	1.79		
		Total	41.31		

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TENTH ORDER OF BUSINESS

B.

RESOLUTION 2018-03

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RESOLUTION OF APPRECIATION ON BEHALF OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT IN HONOR OF REVERB CHURCH VOLUNTEER SERVICES TO THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, Reverb Church has provided dedicated service as a Sponsor of the Turnbull Creek Community Development District (the "District"); and

WHEREAS, Reverb Church has provided valuable sponsorship to the District and the Murabella Community; and

WHEREAS, the Board of Supervisors, individually and on behalf of the District, extends its sincere gratitude to Reverb Church for their time and service; and

WHEREAS, the Board of Supervisors, individually and on behalf of the District, expresses its sincere appreciation for Reverb Church's dedication to the Murabella Community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Turnbull Creek Community Development District thanks and commends Reverb Church for their service and commitment to the District and the Murabella Community.

Dated this 6th day of March, 2018.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Brian Wing, Chairman, Board of Supervisors Turnbull Creek Community Development District





MuraBella Field Operations Manager Report

Date of report: 2/27/2018

Submitted by: Lourens Erasmus

SR16 mail kiosk:



The HOA board was updated with some paint and new cork board.

Amenity center step lights:



The burned out light have been replaced with led lights.

Bandstand graffiti:



Painted over the graffiti.

Announcement board reinforced and cleaned:



New back support installed and cleaned.

Main entrance crash cleaned up and fixed:



Repairs has been made and cleaned up.

Broken pieces on pump station:



Due to the freeze parts broke, I was sent a replacement and installed it.

SR16 Dog station:



New station was installed.

Pool repairs: Pumps-



New impellers were installed, pump and pump baskets were powder coated. All were reinstalled and operational.

Pool deck cave in-



An area on the pool deck caved in due to a broken drain pipe. All drain boxes were opened reset and compacted.

New float system installed in vac-pac



Expansion joint installed-

During the bidding proses all cracks were identified for repair. This crack was right on the old existing cold joint that was in the pool. After an inspection by a certified pool engineer a determination was made to install a new expansion joint that can move and flex with temperature changes in the pool.





Pool plaster-













D.



Exactly what you want, exactly where you want it.

Amenity Center Management Report

Date of Meeting: 3-6-18

Submitted by: Mark Insel

> Facility- Key points

- We have started pressure washing the deck, pool chairs and tables to get all ready to open the pool and deck.
- We have added new flowers and mulch around the facility.
- The quarterly fitness center preventative maintenance has been completed.
- \circ HVAC preventative maintenance is scheduled for March 7th.
- We have replaced the pool step lights along the walkways with LED lights.
- > Activities- kids, adults, fitness, athletics, swim team
 - Ongoing programs: Flag Football, Soccer, Zumba, Yoga, Ballet, Story time, The Bookmobile, Many HOA/Community Use clubs and Coffee Club.
 - Our Amenity Ballet, Zumba and Yoga classes continue to increase in attendance. Classes are almost full capacity as of late.
 - Flag football season has now ended.
 - \circ Soccer season has begun; opening day will be April 7th.
- <u>Amenity Management</u>
 - We had our Daddy Daughter Dance on February 23rd; it was 7-9pm and after a slow response, registrations increased and a wonderful event was held. We had nearly 30 participants and all had a great time
 - The next event will be Easter Pictures with Peter Cottontail, to be held on March 24th from 1-3pm.
 - Spring Break will be March 24th through March 31st.
 - We continue to have an increase with new registrations and requests from residents (access cards, FIELD RESERVATIONS, rentals, etc.).
 - <u>We continue to have an increase with non-resident usage</u>; we send many away that are non-residents from the pool gate and fields. This has become more of a task in the evening at sunset and when the fields and courts close.

MURABELLA

ENVERA INTRUDER REPORT (Pool Deck)

Events for the month	
of:	February

Date of Event	Description of Event	Damage	Cost of repairs
n/a	No instances to report, a couple fitness center residents came on deck but were voiced down immediately and they exited.	n/a	n/a

Should you have any comments or questions feel free to contact me directly

4



<u>904-940-1157</u>

ELEVENTH ORDER OF BUSINESS

A.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, January 9, 2018 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chuck Labanowski	Chairman		
Brian J. Wing	Vice Chairman		
Aage G. Schroder, III	Supervisor		
Lee Clabots	Supervisor		
Wil Simmons	Supervisor		
Also Present were:			
David deNagy	District Manager		
Mike Eckert	District Counsel		
Mike Yuro	District Engineer		
Mark Insel	Vesta/Amenity Services Group		
Roy Deary	Vesta/Amenity Services Group		
Dan Fagen	Vesta/Amenity Services Group		
Lourens Erasmus	Vesta/Amenity Services Group		
Daniel Laughlin	GMS, LLC		
Michael Johnson	Duval Landscape Maintenance		
Craig Wrathell	Wrathell, Hunt & Associates		
Howard McGaffney	Wrathell, Hunt & Associates		
Eric Dailey	Rizzetta & Associates		
Melissa Dobbins	Rizzetta & Associates		
Scott Brizendine	Rizzetta & Associates		
Chris Tarase	Inframark		
Janice Davis	Inframark		
Jim Perry	Governmental Management Services		

The following is a summary of the actions taken at the January 9, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

Roll Call

FIRST ORDER OF BUSINESS

Mr. deNagy called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

1
There being none, the next item followed.

THIRD ORDER OF BUSINESS Staff Reports (Part 1)

A. Landscape Manager (Presenter: Dual Landscape)

Mr. Johnson gave an overview of the work performed since the last meeting.

B. Engineer (Presenter: Mike Yuro

1. Pond Banks

Mr. Yuro reported that he had reached out to all the contractors to rebid the project since Vallencourt pulled their proposal and they had all declined to bid then stated I will continue to reach out to a couple of them to obtain a bid for this pond bank work.

2. Report

Mr. Yuro gave an overview of his report, copy of which was included in the agenda package.

FOURTH ORDER OF BUSINESS Proposals

A. Consideration of Proposals for District Management Services (Presenter: Hopping Green & Sams)

Mr. Eckert stated as we have told the board before there is no competitive bidding requirement in the Florida Statutes for contractual services that you need to follow in terms of determining who your district manager should be. However, even though there isn't that procedure I think it is important that the process be a fair process. We reached out to six firms that do district management work throughout the State of Florida, received five proposals and we have four presenters today. The proposal from Special District Services was withdrawn. As we go through the evening I think it is important for you to remember the standard you are trying to gauge the proposers against is what do you think is in the best interest of the district. There are no specific criteria or scoring that we will be going through tonight. This is a public meeting and no member of the board or staff is going to ask any proposer to leave the meeting; however, I think it is customary for proposers to talk amongst themselves beforehand and if they wish to excuse themselves during the other persons presentation they are welcome to do that but that is their voluntary choice it is not something we can or have asked them to do. We have set up a

January 9, 2018

five-minute presentation by each proposer after which there will be a question and answer session by the board.

Mr. Daily of Rizzetta & Company gave an overview of his company's background and staffing, and Ms. Dobbins gave an overview of her experience with the company

Mr. Tarase and Ms. Davis of Inframark gave an overview of their proposal for management services.

Mr. Wrathell and Howard McGaffney of Wrathell, Hunt and Associates, LLC gave an overview of their experience.

Mr. Perry of Governmental Management Services gave a brief overview of the company then reviewed the proposal for management services.

The board members asked questions of each proposer after each presentation then took a short recess after which the meeting reconvened at 8:01 p.m. The proposers were reminded that they are welcome in the meeting to witness the deliberations. The board members discussed the merits of each proposal and took the following action.

On MOTION by Mr. Clabots seconded by Mr. Labanowski with four in favor and Mr. Wing opposed the proposal from GMS for district management services was approved for a term of three years with no increase in fees unless more than 12 meetings a year are held.

The proposers joined the meeting at this time.

Mr. Labanowski stated I want to thank everyone for their presentations. It was a tough decision and the board has decided to stay with GMS.

Mr. Eckert stated I will get back with Jennifer and she will be preparing a contract with GMS consistent with the terms of the proposal for your review and approval.

Mr. deNagy stated I want to thank you for your decision tonight. I have been working here quite awhile and I very much appreciate your confidence in GMS and I'm sure we will continue to do a great job for you.

FIFTH ORDER OF BUSINESS Discussion Items

A. Installing a Fence at the Entrance to the Field at the Amenity Center

Mr. deNagy stated I did some follow-up work with the chairman in December and I was tasked to see if we had funding for the proposal that Chuck had provided that was \$24,400. We don't have anything budgeted for a fence in FY18; however, there are a couple of line items we could draw from if we choose to do so.

The board then discussed the merits and reasons for fencing all three playgrounds rather than just the one playground and the following direction was given. Mr. Labanowski will get pricing on a wrought iron fence with a flat top for safety purposes around the playgrounds and Mr. Labanowski will check with the HOA to see about funding 50% of the cost. The item will be placed on the March 13, 2018 agenda at which time the work will be prioritized with the amenity enter being first, then Pescara and San Marino.

B. Landscape RFP Process, Resolution 2018-01 (Presenter David deNagy)

This item deferred to the March 13th meeting.

SIXTH ORDER OF BUSINESS Staff Reports (Part 2)

A. Attorney (Presenter: Mike Eckert)

There being none, the next item followed.

B. Manager (Presenter: David deNagy)

There being none, the next item followed.

C. Operations Manager (ASG) (Presenter: Lourens Erasmus)

Mr. Erasmus reported that the pool resurfacing is on schedule and that a hole was discovered under the deck caused by a deck drain and the contractor will inspect and repair the problem but there will be an additional fee.

D. Amenity Center Update (Presenter: Mark Insel)

A copy of the amenity center management report was included in the agenda package.

SEVENTH ORDER OF BUSINESS

Consideration of Consent Agenda (Presenter: David deNagy)

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- A. Approval of Minutes of the November 14, 2017 Meeting, December 12, 2017 Continued Meeting and the December 20, 2017 Continued Meeting
- B. Balance Sheet as of November 30, 2017 and Statement of Revenues & Expenditures for the Period Ending November 30, 2017; Month-to-Month Income Statement; Assessment Receipt Schedule
- C. Approval of Check Register

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

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2018-02, Election of Officers

On MOTION by Mr. Simmons seconded by Mr. Schroder with four in favor and Mr. Labanowski opposed Mr. Wing was elected chairman.

On MOTION by Mr. Labanowski seconded by Mr. Simmons with all in favor Mr. Clabots was elected vice chairman.

On MOTION by Mr. Clabots seconded by Mr. Labanowski with all in favor Resolution 2018-02 was approved as follows: Brian Wing chairman, Lee Clabots vice chairman, Chuck Labanowski, Aage Schroder and Wil Simmons assistant secretaries the remaining offices filled by GMS employees remain the same.

NINTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – March 13, 2018 at 6:00 p.m.

On MOTION by Mr. Clabots seconded by Mr. Labanowski with all in favor the meeting adjourned at 9:15 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Community Development District

Unaudíted Fínancial Reporting January 31, 2018

Turnbull Creek <u>Community Development District</u> Combined Balance Sheet January 31, 2018

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	Governmental Fund Types				Totals
		Debt	Capital	Capital	(Memorandum Only)
	General	Service	Projects	Reserve	2018
Assets:				6 (8) 6 (8)	0101.544
Cash - Wells Fargo	\$1,023			\$130,543	\$131,566
Cash - Hancock Bank	\$123,599				\$123,599
Investments:					
Due From General Fund		\$241,530	re avai	\$0	\$241,530
Investment - SBA	\$40				\$40
Investment-General Account	\$1,170,979				\$1,170,979
Series 2015 A1-A2					
Interest A1		\$100		****	\$100
Interest A2					\$0
Revenue		S945,916	~~~~		\$945,916
Reserve A1		\$389,701			\$389,701
Reserve A2		\$106,915			\$106,915
Prepayment A1		\$20			\$20
Prepayment A2		\$13,428			\$13,428
Construction			\$1		\$1
COI			\$2,632		\$2,632
Series 2015 B1-B2					
Revenue B		\$75,946			\$75,946
Reserve B1		\$31,926			\$31,926
Reserve B2		\$9,648			\$9,648
Prepayment B1		\$3			\$3
Prepayment B2		\$3,655			\$3,655
Capital Interest B1					\$0
Capital Interest B2					\$0
Construction		القيمتي	\$45,032		\$45,032
Series 2016					\$0
Sinking		\$7			\$7
Reserve		\$115,800			\$115,800
Redemption		\$0			\$0
Revenue		\$1,955			\$1,955
Prepayment		\$3,839			\$3,839
Interest		\$2			\$2
Construction					\$0
Prepaid Expenses	\$986				\$986
Assessment Receivable					\$0
Total Assets	\$1,296,627	\$1,940,392	\$47,665	\$130,543	\$3,415,226
Lizbilities:					
Accounts Payable	\$15,899			\$0	\$15,899
Due to Capital Reserve	\$0				\$0
Due to General Fund	-				\$0
Due to Debt Service 2016	\$241,530				\$241,530
Fund Balances:					
Restricted for Debt Service		\$1,940,392			\$1,940,392
Restricted for Capital Projects			\$47,665		\$47,665
Nonspendable	\$986				\$986
Unassigned	\$1,038,213	27.84 LA	****	\$130,543	\$1,168,755
2					

Turnbull Creek Community Development District General Fund Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Adopted Budget	Prorated Thru 1/31/18	Actual Thru 1/31/18	Variance
<u>Revenues:</u>	managradi decidi katika kat	YAN DOOLOO KANAN MUTANGAN MUTANGANA DOOLOO KANANGANAN	NOTEN CONTINUES CONTRACTORISTICS CONTINUES	an a
Maintenance Assessments	\$1,126,178	\$1,066,745	\$1,066,745	\$0
Interest/Miscellaneous	\$13,500	\$2,250	\$1,346	(\$904)
Amenítíes Revenue	\$2,000	\$333	\$23	(\$310)
Total Revenues	\$1,141,678	\$1,069,328	\$1,068,114	(\$1,214)
<u>Expenditures:</u>				
<u>Administrative</u>				
Supervisor Fees	\$7,000	\$2,333	\$2,800	(\$467)
FICA Expense	\$536	\$179	\$214	(\$36)
Engineering (Yuro & Associates, LLC)	\$22,000	\$3,667	\$3,563	\$104
Arbítrage (Grau)	\$3,000	\$0	\$0	\$0
Dissemination (Prager Sealy)	\$2,200	\$733	\$333	\$400
Trustee (US Bank)	\$12,667	\$3,912	\$3,912	\$0
Attorney (HGS)	\$35,000	\$20,417	\$20,642	(\$225)
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Grau and Assoc)	\$3,525	\$0	\$0	\$0
Management Fees (GMS)	\$49,000	\$16,333	\$16,333	\$0
Information Technology (GMS)	\$1,600	\$533	\$533	\$0
Telephone	\$450	\$150	\$142	\$8
Postage	\$1,100	\$367	\$443	(\$76)
Printing & Binding	\$1,250	\$417	\$986	(\$570)
Insurance (FIA)	\$8,816	\$8,816	\$8,014	\$802
Legal Advertising	\$1,350	\$450	\$80	\$370
Other Current Charges	\$1,800	\$600	\$444	\$156
Office Supplies	\$250	\$83	\$63	\$20
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Administrative Expenses	\$156,719	\$64,165	\$63,678	\$487
<u>Amenity Center</u>				
Insurance (FIA)	\$15,664	\$15,664	\$14,240	\$1,424
Pest Control (Turner Pest Control)	\$2,673	\$891	\$740	\$151
Repairs & Replacements	\$45,000	\$13,125	\$13,288	(\$163)
Recreational Passes	\$600	\$200	\$200	\$0
Office Supplies	\$2,000	\$667	\$373	\$293
Other Current Charges	\$300	\$0	\$0	\$0
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$1,850	\$1,500	\$1,485	\$15
<u>Utilities</u>				
Water & Sewer (STCUD)	\$11,000	\$4,583	\$4,705	(\$121)
Electric (FPL)	\$31,700	\$10,567	\$10,096	\$471
Telephone/Internet (Comcast)	\$4,530	\$1,510	\$1,176	\$334
Cable (DIRECTY)	\$0	\$0	\$0	\$0

Turnbull Creek Community Development District General Fund Statement of Revenues & Expenditures For the Period ending January 31, 2018

Amenity Center Cont'd. Management Contracts Lifeguards/Pool Monitors (ASG) \$32,200 \$0 \$0 facility Monitor (ASG) \$27,900 \$9,300 \$9,300 \$0 facility Management (ASG) \$55,500 \$19,833 \$19,833 \$0 facility Management (ASG) \$55,500 \$16,833 \$16,833 \$0 facility Maintenance (ASG) \$44,000 \$16,600 \$16,000 \$0 facility Maintenance (ASG) \$14,300 \$4,677 \$44,777 (\$50) Pool Chemicals \$11,000 \$3,667 \$3,217 \$450 Janitorial Services (ASG) \$14,800 \$2,933 \$2,933 \$0 Repires Service (Advance Disposal) \$7,000 \$2,333 \$1,972 (\$39) Special Events \$9,000 \$3,000 \$2,299 \$701 Program Director \$2,500 \$1,875 \$1,833 \$42 Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 GroundS Maintenance (Duval Landscape) \$25,236		Adopted Budget	Prorated Thru 1/31/18	Actual Thru 1/31/18	Variance
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Janitorial Services (ASG) \$8,800 \$2,933 \$2,933 \$0 Refuse Service (Advance Disposal) \$7,000 \$2,333 \$2,599 (\$266) Security - ENVERA \$5,800 \$1,933 \$1,972 (\$39) Special Events \$9,000 \$3,000 \$2,299 \$701 Program Director \$2,500 \$1,875 \$133,556 \$3,292 Grounds Maintenance \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance (FPL) \$3,510 \$0 \$0 \$0 Streetlighting (FPL) \$35,375 \$11,792 \$12,350 (\$58) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 \$(\$1,500) Landscape Contingency \$34,600 \$1,438 \$1,580 \$10 \$0 Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 \$0 Streetlighting repairs \$18,800 \$0 \$0 \$0 \$0 \$0 Landscape Contingency \$33,610 \$0 \$0 \$0 \$0 \$0 Streetlighting repairs \$1,8	Pool Maintenance (ASG)	\$14,300	\$4,767		(\$0)
Refuse Service (Advance Disposal) \$7,000 \$2,333 \$2,599 (\$266) Security - ENVERA \$5,800 \$1,933 \$1,972 (\$39) Special Events \$9,000 \$3,000 \$2,299 \$701 Program Director \$2,500 \$1,875 \$1,833 \$42 Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance E E E E \$136,848 \$133,556 \$3,292 Grounds Maintenance (Future Horizons) \$35,375 \$11,792 \$12,350 \$5858) Lake Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 \$(\$1,30) Landscape Contingency \$34,500 \$1,438 \$1,580 \$(\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$18,000 \$0 \$0 \$0 \$0 \$0 Grounds Maintenance (Future Horizons) \$1,418 \$100 \$0 \$0 \$0 \$0 <td>Pool Chemicals</td> <td>\$11,000</td> <td>\$3,667</td> <td>\$3,217</td> <td>\$450</td>	Pool Chemicals	\$11,000	\$3,667	\$3,217	\$450
Security - ENVERA \$5,800 \$1,933 \$1,972 (\$39) Special Events \$9,000 \$3,000 \$2,299 \$701 Program Director \$2,500 \$1,875 \$1,833 \$42 Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance \$136,848 \$133,556 \$3,292 Grounds Maintenance \$136,848 \$133,556 \$3,292 Grounds Maintenance (FPL) \$35,375 \$11,792 \$12,350 \$589 Lake Maintenance (Ture Horizons) \$8,640 \$6,710 \$(\$530) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 \$(\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 \$(\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contriggency \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses	Janitorial Services (ASG)	\$8,800	\$2,933	\$2,933	\$0
Special Events \$9,000 \$3,000 \$2,299 \$701 Program Director \$2,500 \$1,875 \$1,833 \$42 Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance \$136,848 \$133,556 \$3,292 Grounds Maintenance \$136,848 \$133,556 \$3,292 Grounds Maintenance \$136,848 \$133,556 \$3,292 Grounds Maintenance (Future Horizons) \$35,375 \$11,792 \$12,350 \$5858) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 \$(\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 \$(\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$17,141,678 \$309,135 \$307,786 \$1,348 Total Expenses \$1,141,678 \$309,135 \$307,	Refuse Service (Advance Disposal)	\$7,000	\$2,333	\$2,599	(\$266)
Program Director \$2,500 \$1,875 \$1,833 \$42 Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance \$108,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance \$3,510 \$0 \$0 \$0 \$0 Electric (FPL) \$35,375 \$11,792 \$12,350 (\$558) Lake Maintenance (future Horizons) \$8,640 \$6,480 \$6,710 (\$230) Landscape Contingency \$34,500 \$1,438 \$1,580 \$11,500 Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Fund Balance - Beginning \$0 \$20 \$278,871 \$10	Security - ENVERA	\$5,800	\$1,933	\$1,972	(\$39)
Amenity Center Expenses \$408,817 \$136,848 \$133,556 \$3,292 Grounds Maintenance # \$3,510 \$0	Special Events	\$9,000	\$3,000	\$2,299	\$701
Grounds Maintenance Electric (FPL) \$3,510 \$0 \$0 Streetlighting (FPL) \$35,375 \$11,792 \$12,350 (\$558) Lake Maintenance (future Horizons) \$8,640 \$6,480 \$6,710 (\$230) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 (\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$276,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$0 \$0 \$1,348	Program Dírector	\$2,500	\$1,875	\$1,833	\$42
Electric (FPL) \$3,510 \$0 \$0 \$0 Streetlighting (FPL) \$35,375 \$11,792 \$12,350 (\$558) Lake Maintenance (future Horizons) \$8,640 \$6,480 \$6,710 (\$230) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 (\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$276,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Fund Balance - Beginning \$0 \$0 \$278,871 \$1.348	Amenity Center Expenses	\$408,817	\$136,848	\$133,556	\$3,292
Streetlighting (FPL) \$35,375 \$11,792 \$12,350 (\$558) Lake Maintenance (Future Horizons) \$8,640 \$6,480 \$6,710 (\$230) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 (\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 Miscellaneous \$33,800 \$0 \$0 \$0 Prigation Repairs \$18,000 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$207,081 \$0 \$0 Grounds Maintenance Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$0 \$1,348 \$1,348	<u>Grounds Maintenance</u>				
Lake Maintenance (Future Horizons) \$8,640 \$6,480 \$6,710 (\$230) Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 (\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$207,081 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$0 \$0 \$1,348 Fund Balance - Beginning \$0 \$278,871 \$10 \$278,871	Electric (FPL)	\$3,510	\$0	\$0	\$0
Landscape Maintenance (Duval Landscape) \$265,236 \$88,412 \$89,912 (\$1,500) Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$33,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Fund Balance - Beginning \$0 \$278,871 \$10 \$278,871	Streetlighting (FPL)	\$35,375	\$11,792	\$12,350	(\$558)
Landscape Contingency \$34,500 \$1,438 \$1,580 (\$143) Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Fund Balance - Beginning \$0 \$0 \$278,871	Lake Maintenance (Future Horizons)	\$8,640	\$6,480	\$6,710	(\$230)
Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 \$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$0 \$278,871	Landscape Maintenance (Duval Landscape)	\$265,236	\$88,412	\$89,912	(\$1,500)
Pond Bank Reserves \$0 \$0 \$0 \$0 \$0 Miscellaneous \$3,800 \$0 \$0 \$0 \$0 Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 \$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$0 \$278,871		\$34,500	\$1,438	\$1,580	(\$143)
Irrigation Repairs \$18,000 \$0 \$0 \$0 \$0 Contingency \$0 \$0 \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$760,328 \$1,348 Fund Balance - Beginning \$0 \$278,871 \$1	Pond Bank Reserves	\$0	\$0	\$0	\$0
Contingency \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$760,328 \$1,348 Fund Balance - Beginning \$0 \$278,871 \$1	Míscellaneous	\$3,800	\$0	\$0	\$0
Contingency \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Capital Reserves \$207,081 \$0 \$0 \$0 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$760,328 \$1,348 Fund Balance - Beginning \$0 \$278,871 \$1	Irrigation Repairs	\$18,000	\$0	\$0	\$0
Capital Reserves \$207,081 \$0 \$0 \$0 Grounds Maintenance Expenses \$576,142 \$108,121 \$110,552 (\$2,431) Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$760,328 Fund Balance - Beginning \$0 \$278,871	• •	\$0	\$0	\$0	\$0
Total Expenses \$1,141,678 \$309,135 \$307,786 \$1,348 Excess Revenues (Expenditures) \$0 \$760,328 Fund Balance - Beginning \$0 \$278,871	0 5	\$207,081	. \$0	\$0	\$0
Excess Revenues (Expenditures) \$0 \$760,328 Fund Balance - Beginning \$0 \$278,871	Grounds Maintenance Expenses	\$576,142	\$108,121	\$110,552	(\$2,431)
Fund Balance - Beginning \$0 \$278,871	Total Expenses	\$1,141,678	\$309,135	\$307,786	\$1,348
Fund Balance - Beginning \$0 \$278,871					
	Excess Revenues (Expenditures)	\$0		\$760,328	
Jund Balance - Ending \$0 \$1,039,199	Fund Balance - Beginning	\$0	an a	\$278,871	zantažanten szemen az santa peziskantese
	Fund Balance - Ending	\$0		\$1,039,199	

Turnbull Creek Community Development District General Fund Month By Month Income Statement FY 2018

	October	November		T	<i>π</i>		Const C		T aura a	T. G.	Ø-r er et	Cambana Gara	at a l
<u>Revenues:</u>	October	svovember	December	January	February	March	Apríl	Мау	June	July	August	September	Total
Maintenance Assessments	SO	\$136,618	\$325,989	\$604,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,066,745
Interest/Miscellaneous	\$36	\$1,016	\$14	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,346
Ameníties Revenue	\$23	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Interfund Transfer In	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$59	\$137,633	\$326,003	\$604,419	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$1,068,114
<u>Expenditures:</u>													
<u>Adminístratíve</u>													
Supervísor Fees	\$0	\$1,000	\$800	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
FICA Expense	\$ 0	\$77	\$61	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214
Engineering	\$0	\$0	\$3,188	\$375	\$0	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$3,563
Arbitrage	SO	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	S0	SO	\$0	\$0
Dissemination	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	S0	SO	\$0	\$333
Trustee	\$3,912	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$3,912
Attorney	\$3,960	\$5,306	\$11,376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SO	\$0	\$20,642
Tax Roll Assessments	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	S0	S0	\$0	\$5,000
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,083	\$4,083	\$4,083	\$4,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,333
Computer Time	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$533
Telephone	\$39	\$0	\$59	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$142
Postage	\$15	\$28	\$349	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$443
Printing & Binding	\$284	\$52	\$232	\$418	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$986
Insurance	\$8,014	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,014
Legal Advertising	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
Other Current Charges	\$94	\$120	\$128	\$102	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$444
Office Supplies	\$21	\$1	\$21	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$0	\$175
Administrative Expenses	\$25,893	\$10,884	\$20,514	\$6,388	SO	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$63,678
<u>Amenity Center</u>													
Insurance	\$14,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,240
Pest Control	\$185	\$185	\$185	\$185 \$185	50	\$0	50	\$0 \$0	\$0	\$0 \$0	\$0	\$0	\$740
Repaírs & Replacements	\$2,853	\$2,156	\$5,125	\$3,153	SO	\$0 \$0	SO	\$0	\$0	\$0	50	\$0 \$0	\$13,288
Recreational Passes	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Office Supplies	\$171	SO	\$97	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$373
Other Current Charges	\$0	so	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$341	SO	\$0	\$1,144	\$0	\$0	S0	\$0	\$0	\$0	\$0	\$0	\$1,485
<u>Utilities</u>													
Water & Sewer	\$556	\$853	\$1,216	\$2,080	\$0	\$0	SO	\$0	\$0	\$0	\$0	S0	\$4,705
Electric	\$2,716	\$3,036	\$2,561	\$1,783	\$0	\$0	\$0	SO	\$0	\$0	SO	\$0	\$10,096
Telephone/Cable/Internet	\$292	\$292	\$292	\$301	\$0	\$0	\$0	S0	\$0	SO	SO	\$0	\$1,176
Cable	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50

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Turnbull Creek Community Development District General Fund Month By Month Income Statement FY 2018

	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
Amenity Center Cont'd.													
Management Contracts													
Pool Monitors/Lifeguards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facilty Monitor (1,550 and 2,325)	\$2,325	\$2,325	\$2,325	\$2,325	\$0	\$0	SO	- \$0	\$0	\$0	\$0	\$0	\$9,300
Facility Management (4958.33)	\$4,958	\$4,958	\$4,958	\$4,958	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,833
Facility Attendants (1416.67)	\$1,417	\$1,417	\$1,417	\$1,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,667
Field Operations (4,208.33)	\$4,208	\$4,208	\$4,208	\$4,208	\$0	\$0	\$0	S0	\$0	\$0	\$0	\$0	\$16,833
Facility Maintenance (4000)	\$4,000	\$4,000	\$4,000	\$4,000	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$0	\$16,000
Pool Maintenance (1191.67)	\$1,192	\$1,192	\$1,192	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,767
Pool Chemicals (792.96 and 1134.64)	\$793	\$793	\$816	\$816	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,217
Janitorial Services (725.00)	\$733	\$733	\$733	\$734	\$0	S 0	50	50	\$0	\$0	\$0	\$0	\$2,933
Refuse Service	\$650	\$650	\$650	\$650	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$2,599
Security - Envera (470)	\$493	\$493	\$493	\$493	\$0	SO	\$0	\$0	SO	\$0	\$0	\$0	\$1,972
Special Events	\$2,137	\$0	\$162	ŝo	\$0	SO	\$0	\$0	SO	\$0	\$0	\$0	\$2,299
Program Director (309.58)	\$458	\$458	\$458	\$458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,833
0													
Ameníty Center Expenses	\$44,719	\$27,491	\$30,428	\$29,543	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$133,556
<u>Grounds Maintenance</u>													
Electric	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street lighting	\$3,088	\$3,088	\$3,088	\$3,088	\$0	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$12,350
Lake Maintenance (\$720.00)	\$720	\$720	\$645	\$4,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,710
Landscape Maintenance (\$22,723)	\$23,603	\$22,103	\$22,103	\$22,103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89,912
Landscape Contingency	\$0	\$1,580	\$0	\$0	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$1,580
Pond Bank Reserves	\$0	\$0	\$0 \$0	\$0	\$0	\$0	\$0	SO	\$0	\$0	\$0	\$0 \$0	\$0
Miscellaneous	\$0	\$0 \$0	50	\$0	\$0 \$0	so	\$0	50	\$0	\$0 \$0	\$0	\$0	\$0
Irrigation Repairs	\$0 \$0	\$0 \$0	50 50	\$0 \$0	\$0 \$0	\$0	\$0 \$0	so	\$0	\$0 \$0	\$0 \$0	\$0	\$0 \$0
Contingency	\$0 \$0	\$0 \$0	50 S0	\$0	\$0	\$0	\$0 \$0	SO	\$0	\$0	\$0 \$0	\$0	\$0
Capital Reserves	\$0 \$0	\$0 \$0	30 50	\$0 \$0	\$0 \$0	\$0 \$0	30 S0	SO	\$0	.\$0 \$0	\$0 \$0	\$0 \$0	\$0
<i>Cup telle</i> 2 (255) 7 (25	ΨŪ	90	30	40	30		50	30	ψŪ	40	<i>\$</i> 0	04	40
Grounds Maintenance Expenses	\$27,411	\$27,491	\$25,836	\$29,816	SO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,552
Total Expenses	\$98,022	\$65,865	\$76,778	\$65,746	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$307,786
Excess Revenues (Expenditures)	(\$97,963)	\$71,768	\$249,226	\$538,672	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$760,328
	(027,203)	072,700	96-77,02U	0000,012	30			44	40	40			0.00,000

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Turnbull Creek Community Development District

Debt Service Fund - Series 2015A1-A2 Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Adopted Budget	Prorated Thru 1/31/18	Actual Thru 1/31/18	Variance
<u>Revenues:</u>				
Interest Income	\$300	\$300	\$2,273	\$1,973
Assessments	\$989,969	\$935,163	\$935,163	\$0.00
Prepayments A1	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Prepayments A2	\$0	\$0	\$0	\$0
Total Revenues	\$990,269	\$935,463	\$937,435	\$1,973
<u>Expenditures</u>				
<u>Seríes 2015A-1</u>				
Interest 11/1	\$187,109	\$187,109	\$187,109	\$0
Principal Prepayment 11/1	\$0	\$0	\$15,000	(\$15,000)
Interest 5/1	\$187,109	\$0 \$2	\$0 \$0	\$0 \$0
Principal 5/1	\$405,000	\$0	\$0	\$0
<u>Seríes 2015.A-2</u>	\$ \$\$\$	\$ <0.005	\$ 50.050	#2 2.0
Interest 11/1	\$60,206	\$60,206 \$0	\$59,969 \$5,000	\$238 (\$5.000)
Príncípal Prepayment 11/1 Interest 5/1	\$0 \$60,206	\$0 \$0	\$5,000 \$0	(\$5,000) \$0
Principal 5/1	\$90,000	\$0 \$0	\$0 \$0	\$0 \$0
Special Call 5/1	\$90,000	\$0 \$0	· \$0	\$0 \$0
-	پې د		ψ0	
Total Expenditures	\$989,631	\$247,316	\$267,078	(\$19,763)
Excess Revenues (Expenditures)	\$637	\$688,147	\$670,357	(\$17,790)
<u>Other Sources (Uses)</u>				
Operating Transfer In (Out)	(\$27,974)	\$0	\$0	\$0
Total Other Sources(Uses)	(\$27,974)		\$0	
Net Change in Fund Balance	(\$27,337)		\$670,357	
Fund Balance - Beginníng	\$282,717		\$785,723	
Fund Balance - Ending	\$255,380		\$1,456,081	

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Turnbull Creek Community Development District

Debt Service Fund - Series 2015B1-B2 Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Adopted Budget	Prorated Thru 1/31/18	Actual Thru 1/31/18	Varíance
<u>Revenues:</u>				
Interest Income	\$0	\$0	\$211	\$211
Assessments	\$79,318	\$74,899	\$74,899	\$0
Prepayments B1	\$0	\$0	\$0	\$0
Prepayments B2	\$0	\$0	\$0	\$0
Total Revenues	\$79,318	\$74,899	\$75,110	\$211
<u>Expenditures</u>				
<u>Seríes 2015B-1</u>				
Interest 11/1	\$20,325	\$20,325	\$20,325	\$0
Principal Prepayment 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest 5/1	\$20,325	\$0	\$0	\$0
Principal 5/1	\$20,000	\$0	\$0	\$0
<u>Seríes 2015B-2</u>				
Interest 11/1	\$6,031	\$6,031	\$6,031	(\$0)
Interest 5/1	\$6,031	\$0	\$0	\$0
Principal 5/1	\$5,000	\$0	\$ 0 ⁻	\$0
Special Call 5/1	\$0	\$0	\$0	\$0
Total Expenditures	\$77,712	\$26,356	\$31,356	(\$5,000)
Excess Revenues (Expenditures)	\$1,606	\$48,543	\$43,753	
<u>Other Sources (Uses)</u>				
Operating Transfer In (Out)	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0		\$0	
Net Change in Fund Balance	\$1,606		\$43,753	
Fund Balance - Beginning	\$35,043	0.9100.000119101191010919191010100000000	\$77,425	
Fund Balance - Ending	\$36,649	united and a second secon	\$121,178	

Community Development District

Debt Service Fund - Series 2016 Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Adopted Budget	Prorated Thru 1/31/18	Actual Thru 1/31/18	Variance
<u>Revenues:</u>				
Interest Income	\$0	\$0	\$437	\$437
Assessments Prepayments	\$286,688 \$0	\$271,392 \$0	\$271,392 \$0	\$0 \$0
Total Revenues	\$286,688	\$271,392	\$271,829	\$437
<u>Expenditures</u>				
<u>Seríes 2016</u> Interest 11/1	\$74,851	\$74,851	\$74,851	\$0
Interest 5/1	\$74,851	\$0	\$0	\$0 \$0
Principal 5/1 Special Call 5/1	\$139,000 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Total Expenditures	\$288,702	\$74,851	\$74,851	\$0
Excess Revenues (Expenditures)	(\$2,014)	\$196,541	\$196,978	
<u>Other Sources (Uses)</u>				
Operating Transfer In/(Out) (1)	\$0	\$0	(\$34,757)	(\$34,757)
Transfer Out to Escrow Agent	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0	21 Harver Malanton Halanton Analy Branch Anthread Strategy and a state	(\$34,757)	
Net Change in Fund Balance	(\$2,014)		\$162,221	
Fund Balance - Beginning	\$83,065		\$200,913	n general and a star
Fund Balance - Ending	\$81,051		\$363,133	

Community Development District

Capital Projects Fund Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Series 2015A-1 & A-2	Seríes 2015B-1 & B-2	Seríes 2016	Total
<u>Revenues:</u>				
Interest Income	\$8	\$142	\$8	\$158
Total Revenues	\$8	\$142	\$0	\$150
<u>Expenditures</u>				
Capital Outlay (1) - Seríes 2016 Capital Outlay - Seríes 2015A-1-A2	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Capital Outlay - Series 2015 B-1-B2 Cost of Issuance	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$8	\$142	\$0	\$150
<u>Other Sources ('Uses)</u>				
Operating Transfer In	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0	\$0	\$0	\$0
Net Change in Fund Balance	\$8	\$142	\$0	\$150
Fund Balance - Beginning	\$2,625	\$44,891	\$0	\$47,515
Fund Balance - Ending	\$2,633	\$45,032	\$0.00	\$47,665

Community Development District

Capital Reserve Funds Statement of Revenues & Expenditures For the Period ending January 31, 2018

	Adopted Budget	Prorated Thru 1/31/18	Acutal Thru 1/31/18	Varíance
<u>Revenues:</u>				
Comcast Revenue Share	\$0	\$0	\$2,774	\$2,774
Capital Reserve Funding - Transfer In	\$207,081	\$0	\$0	\$0
Total Revenues	\$207,081	\$0	\$2,774	\$2,774
<u>Expenditures</u>				
Capital Outlay	\$329,411	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$178,184	(\$178,184)
Total Expenditures	\$329,411	\$0	\$178,184	(\$178,184)
Excess Revenues (Expenditures)	(\$122,330)		(\$175,410)	
Fund Balance - Beginning	\$307,408		\$305,953	
Fund Balance - Ending	\$185,078		\$130,543	

			SERIES 2005A	SERIES 2006A	SERIES	
			2015 A1-A2	2016	2015 B1-2	
	# UNITS	TOTAL	DEBT	DEBT	DEBT	FY12 O&M
	ASSESSED	ASSESSED	ASSESSED	ASSESSED	ASSESSED	ASSESSED
CERTIFIED TAX ROLL	959	2,478,962.18	987,239.09	286,504.77	79,069.42	1,126,148.91
		TAX	ROLL RECEIPTS	· · · · · · · · · · · · · · · · · · ·	-	
			SERIES 2005	SERIES 2006A	SERIES	
			2015 A1- A2	2016	2015 B1-2	
	ST JOHNS	TOTAL	DEBT	DEBT	DEBT	O&M
DATE RECEIVED	CO. DIST.	RECEIVED	RECEIVED	RECEIVED	RECEIVED	RECEIVED
11/6/17	1	26,320.68	10,482.13	3,042.00	839.53	11,957.03
11/15/17	2	142,204.95	56,632.69	16,435.26	4,535.80	64,601.20
11/28/17	3	132,206.95	52,651.01	15,279.75	4,216.91	60,059.29
12/11/17	4	452,741.32	180,302.84	52,325.34	14,440.72	205,672.42
12/27/17	5	264,850.72	105,475.99	30,609.98	8,447.72	120,317.02
1/4/18	INTEREST	124.40	49.54	14.38	3.97	56.51
1/24/18	6	1,329,749.03	529,568.48	153,685.06	42,413.91	604,081.59
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		· -	-	-		-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL TAX ROLL R	ECEIPTS	2,348,198.05	935,162.68	271,391.77	74,898.55	1,066,745.07
		· · · · · · · · · · · · · · · · · · ·				
PERCENT COLLECT	ED	94.73%	94.73%	94.73%	94.73%	94.73%

Turnbull Creek Community Development District FY 2018 Assessement Receipts Summary

Community Development District

Long Term Debt Report

Series 2015A1-A2 Special Assessment Refunding Bon	nds
Interest Rate:	4.190%
Maturity Date:	5/1/2035
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$495,258
Reserve Fund Balance:	\$496,616
Bonds outstanding - 4/30/2015	\$13,375,000
Less: May 2, 2016 (Principal)	(\$475,000)
Less: May 2, 2016 (Prepayment -A2)	(\$15,000)
Less: November 1, 2016 (Prepayment -A1)	(\$10,000)
Less: November 1, 2016 (Prepayment -A2)	(\$5,000)
Less: May 1, 2017 (Principal-A1)	(\$395,000)
Less: May 1, 2017 (Principal-A2)	(\$90,000)
Less: May 1, 2017 (Prepayment-A2)	(\$10,000)
Less: November 1, 2017 (Prepayment -A1)	(\$15,000)
Less: November 1, 2017 (Prepayment -A2)	(\$5,000)
Current Bonds Outstanding	\$12,355,000

Series 2015B1-B2 Pond Bank Reconstruction Spe	ecial Assessment Bonds
Interest Rate:	4.450%
Maturity Date:	5/1/2045
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$41,378
Reserve Fund Balance:	\$41,573
Bonds outstanding - 4/30/2015	\$1,280,000
Less: May 2, 2016 Principal B1	(\$20,000)
Less: May 2, 2016 Principal B2	. (\$5,000)
Less: May 1, 2017 (Principal-B1)	(\$20,000)
Less: May 1, 2017 (Principal-B2)	(\$5,000)
Less: November 1, 2017 (Prepayment-B1)	(\$5,000)
Current Bonds Outstanding	\$1,225,000

Series 2016 Special Assessment Refunding	and Revenue Bonds
Interest Rate:	3.700%
Maturity Date:	11/1/2037
Reserve Fund Definition:	40% Max Annual Debt
Reserve Fund Requirement:	\$115,142
Reserve Fund Balance:	\$115,800
Bonds outstanding - 5/31/2016	\$4,196,000
Less: May 1, 2017 Principal	(\$135,000)
Current Bonds Outstanding	\$4,061,000



Turnbull Creek Community Development District

Check Run Summary

February 26, 2018

Fund	Date	Check No.s	Ļ	Amount		
Payroll	1/10/18	50595-50599	\$	923.50		
			Su	btotal	\$	923.50
<u>General Fund</u>						
Hancock Bank						
Accounts Payable	1/3/18	482	\$	1,850.00		
	1/5/18	483-488	\$	26,121.79		
	1/9/18	489	\$	500.00		
	1/10/18	490	\$	405.72		
	1/11/18	491-496	\$	8,393.34		
	1/18/18	497-500	\$	23,922.72		
	1/25/18	501-510	\$	9,162.33		
			Su	btotal	\$	70,355.90
<u>Capital Reserve Fund</u>						
Accounts Payable	1/5/18	62	\$	16,807.50		
			Subtotal		\$	16,807.50
Total					\$	88,086.90

BR040M-A CMPY-001		CHE LL CREEK C	CKS WRITTEN LIS	fing Bank-p Turnbu	AS OF 1/31/2 ILL CREEK PR	2018 RUN	2/26/2018	PAGE	1
CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION			
050595 050596 050597 050598 050599	R R R R R	PR PR PR PR PR	01/10/2018 01/10/2018 01/10/2018 01/10/2018 01/10/2018 01/10/2018	184.70 184.70 184.70 184.70 184.70	15 12 6 14 13	LELAND G CLABOTS CHARLES A LABANOWS AAGE SCHRODER, III WILLIAM SIMMONS BRIAN J WING			
		BANK T	OTAL	923.50					
		COMPANY T	OTAL	923.50					

Attendance Sheet

District Name: <u>Turnbull Creek CDD</u>

Board Meeting Date: January 9, 2018

	Name	In Attendance	Fee
1	Brian Wing Vice Chairman		YES - \$200
2	Aage G. Schroder, III Assistant Secretary		YES - \$200
3	William Simmons Assistant Secretary		YES - \$200
4	Lee Clabots Assistant Secretary	V	YES - \$200
5	Chuck Labanowski Chairman		YES \$200

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

Approved for Payment:

District Manager ature

01/09/18 Date

PLEASE RETURN COMPLETED FORM BRIAN SANCHEZ

CHECK WEDD INWOICEEXPENSED TO	AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH *** CHECK DATES 01/01/2018 - 01/31/2018 *** TURNBULL CREEK CDD BANK C TURNBULL HANCOCK	HECK REGISTER	RUN 2/26/18	PAGE 1
SANDELAST/COAT 5 PUMPS 1,830.00 000482 1/05/18 00054 12/20/17 PW33313 201801 330-57200-44900 * 649.79 JAN REFUSE ADVANCED DISPOSAL 649.79 000482 1/05/18 00012 12/19/17 60304266 201712 310-51300-42000 * 58.37 DEC FDER FORTAGE FEDEX 58.37 000484 1/05/18 00015 12/18/17 9753 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 NOV MONTHLI MEETING HOPPING GREEN & SAMS 1,500.00 000486 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 1/05/18 00311 1/03/18 337940 201801 330-57200-46500 * 38.62 1/05/18 00311 1/03/18 337940 201801 330-57200-46500 * 38.62 1/05/18 00311 1/03/18 337940 201801 330-57200-46500 * 38.62 1/05/18 00311 1/03/18 337940 201801 330-57200-34500 * 4.958.33 1/03/18 337940 20	CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	
ADVANCED DISPOSAL 649.79 000483 1/05/18 00002 12/19/17 60304266 201712 310-51300-42000 * 58.37 DEC FEDEX 58.37 1/05/18 00015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00014 1/01/18 13129557 201801 330-57200-46500 * 776.97 JAN POOL MAINTERNANCE POOLSURE POOLSURE 815.59 000487 1/05/18 00311 1/03/18 339.57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/03/18 339.40 201801 330-57200-34000 * 4,208.33 4,208.33 </td <td>1/03/18 00327 12/21/17 29889 201712 330-57200-63100</td> <td>*</td> <td>1,850.00</td> <td></td>	1/03/18 00327 12/21/17 29889 201712 330-57200-63100	*	1,850.00	
ADVANCED DISPOSAL 649.79 000483 1/05/18 00002 12/19/17 60304266 201712 310-51300-42000 * 58.37 DEC FEDEX 58.37 1/05/18 00015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00014 1/01/18 13129557 201801 330-57200-46500 * 776.97 JAN POOL MAINTERNANCE POOLSURE POOLSURE 815.59 000487 1/05/18 00311 1/03/18 339.57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/03/18 339.40 201801 330-57200-34000 * 4,208.33 4,208.33 </td <td>COMPAC FILTRATION</td> <td></td> <td></td> <td>1,850.00 000482</td>	COMPAC FILTRATION			1,850.00 000482
ADVANCED DISPOSAL 649.79 000483 1/05/18 00002 12/19/17 60304266 201712 310-51300-42000 * 58.37 DEC FEDEX 58.37 1/05/18 00015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00014 1/01/18 13129557 201801 330-57200-46500 * 776.97 JAN POOL MAINTERNANCE POOLSURE POOLSURE 815.59 000487 1/05/18 00311 1/03/18 339.57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/05/18 00311 1/03/18 339.40 201801 330-57200-34000 * 4,958.33 1/03/18 339.40 201801 330-57200-34000 * 4,208.33 4,208.33 </td <td>1/05/18 00054 12/20/17 PW43913 201801 330-57200-44900</td> <td>*</td> <td>649.79</td> <td></td>	1/05/18 00054 12/20/17 PW43913 201801 330-57200-44900	*	649.79	
1/05/18 00002 12/19/17 60304266 201712 310-51300-42000 * 58.37 DEC FDEX PORTAGE FEEX 58.37 000484 1/05/18 00015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 00485 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 3,806.38 00485 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 000486 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 000486 1/05/18 00011 1/01/18 13129557 201801 330-57200-46500 * 776.97 38.62 1/05/18 00311 1/01/18 13129557 201801 330-57200-46500 * 38.62 815.59 000487 1/05/18 00311 1/03/18 337940 201801 330-57200-34000 * 4,958.33 1/03/18 337940 201801 330-57200-34000 * 4,208.33 1/03/18 337940 201801 330-57200-34000 * 4,208.33 1/03/18 337940 201801 330-57200-34000 * 4,208.33 1/03/18 337940 201801 330-57200-34000 * 2,325.00 33.33 33.3				
FEDEX 58.37 000484 1/05/18 0015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00015 12/18/17 97531 201711 310-57200-46500 * 1,500.00 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 1/01/18 13129557 201801 330-57200-46500 * 38.62 FUEL FOOLSURE POOLSURE 815.59 000487 1/05/18 00311 1/03/18 337940 201801 330-57200-34000 * 4,958.33 1/03/18 337940 201801 330-57200-3400 * 4,208.33 JAN FACILITY MANAGER 1/03/18 37940 201801 330-57200-34100 * 4,208.33 JAN FOLLITY ATTENDARTS 1/03/18 37940 201801 330-57200-34200 *	1/05/18 00002 12/19/17 60304266 201712 310-51300-42000	*	58.37	
1/05/18 00015 12/18/17 97530 201711 310-51300-31500 * 3,806.38 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 NOW MONTELLY MEETING HOPPING GREEN & SAMS 1,500.00 000486 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 1/01/18 13129557 201801 330-57200-46500 * 38.62 1/05/18 00311 1/03/18 337940 201801 330-57200-34300 * 4,958.33 1/05/18 0311 1/03/18 337940 201801 330-57200-34300 * 4,208.33 1/03/18 37940 201801 330-57200-34100 * 4,208.33 * 1/03/18 37940 201801 330-57200-34200 * 1,191.67 1/03/18 37940 201801 30-57200-34200 * 733.33 1/03/18 37940 201801 330-57200-34200 <td>DEC FEDEX POSTAGE FEDEX</td> <td></td> <td></td> <td>58.37 000484</td>	DEC FEDEX POSTAGE FEDEX			58.37 000484
HOPPING GREEN & SAMS 3,806.38 000485 1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 NOV MONTELY MEETING HOPPING GREEN & SAMS 1,500.00 000486 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 1/01/18 13129557 201801 330-57200-46500 * 38.62 FUEL POCLSURE 815.59 000487 1/05/18 0311 1/03/18 337940 201801 330-57200-34000 * 4,958.33 1/03/18 337940 201801 330-57200-34300 * 1,416.67 1/03/18 337940 201801 330-57200-34200 * 4,208.33 1/03/18 337940 201801 330-57200-34200 * 1,911.67 1/03/18 337940 201801 330-57200-34200 * 1,911.67 1/03/18 337940 201801 330-57200-34200 * 2,325.00<	1/05/18 00015 12/18/17 97530 201711 310-51300-31500		3,806.38	
1/05/18 00015 12/18/17 97531 201711 310-51300-31500 * 1,500.00 NOV MONTELY MEETING HOPPING GREEN & SAMS 1,500.00 000486 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 JAN POOL MAINTERNANCE POOLSURE 815.59 000487 1/05/18 00311 1/03/18 337940 201801 330-57200-34000 * 4,958.33 JAN FOOLITITY MANAGER 1/03/18 337940 201801 330-57200-34200 * 458.33 JAN FACLITY MANAGER 1/03/18 337940 201801 330-57200-34100 * 458.33 JAN FACLITY ATTINDAMTS * 4,208.33 * 1,191.67 JAN FACLITY ANAGER * 1,191.67 * 1,03/18 337940 201801 330-57200-34200 * 733.33 JAN FACELOR CONDINATOR * 4,208.33 * 1,191.67 JAN FACELOR CONDINATOR * 2,325.00 * 733.33 JANDAR COLLARY MAINTERNANCE * 2,325.00 * 4,000.00 JAN FACELITY MONTOR * 4,000.00 * 4,000.00 JAN FACELITY MONTOR * 4,000.00 </td <td>OPDATE CROWN AGREEMENT HOPPING GREEN & SAMS</td> <td></td> <td></td> <td>3,806.38 000485</td>	OPDATE CROWN AGREEMENT HOPPING GREEN & SAMS			3,806.38 000485
HOPPING GREEN & SAMS 1,500.00 000486 1/05/18 00041 1/01/18 13129557 201801 330-57200-46500 * 776.97 JAN POOL MAINTENNANCE 1/01/18 13129557 201801 330-57200-46500 * 38.62 FUEL POOLSURE 815.59 000487 1/05/18 00311 1/03/18 337940 201801 330-57200-34000 * 4,958.33 JAN FACILITY MANAGER 1,416.67 JAN FACILITY ATTENDANTS 4458.33 1/03/18 337940 201801 330-57200-34700 * 458.33 JAN FIELD OPS MANAGER 1/03/18 337940 201801 330-57200-34700 * 4,208.33 JAN FIELD OPS MANAGER 1/03/18 337940 201801 330-57200-34700 * 1,191.67 JAN PROGRAM COORDINATOR * 1,191.67 JAN FACILITY MONTOR * 733.33 JAN FIELD OPS MANAGER 7 1/03/18 337940 201801 330-57200-34200 * 733.33 JAN FIELD OPS MANAGER 7 1/03/18 337940 201801 330-57200-34200 * 2,325.00 JAN JANTTORIAL SERVICES 7 1/03/18 337940 201801 330-57200-34400 * 4,000.00 JAN FACILITY MONTOR 7 1/03/18 337940 201801 330-57200-34400 * 4,000.00 JAN FACILITY MAINTENNANCE 7 1/03/18 00315 1/09/18 0000400 + 000000 + 0000000000000000000	1/05/18 00015 12/18/17 97531 201711 310-51300-31500	*	1,500.00	
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	HERSEY'S STUCCO & CONCRETE, LLC			500.00 000489

AP300R *** CHECK DATES	01/01/20	YEAR-TO-DATE . 18 - 01/31/2018 *** T B	ACCOUNTS PAYABLE PREPAID/COMPUT URNBULL CREEK CDD ANK C TURNBULL HANCOCK	TER CHECK REGISTER	RUN 2/26/18	PAGE 2
CHECK VEND# DATE	DATE	OICEEXPENSED TO INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/10/18 00125	12/19/17	4101 201712 330-57200-	63100	*	405.72	
		REPAIR/PAINT MOTOR	ST AUGUSTINE MOTOR WORKS			405.72 000490
1/11/18 00179	12/25/17	12252017 201801 330-57200- TAN PHONE/INTERNET/CABLE	41000	*	300.62	
1/11/18 00240	1/04/18	191084 201801 330-57200-	COMCAST 63100		235.98	
		DOG WASTE BAG 30 ROLLS	DOG WASTE DEPOT			235.98 000492
1/11/18 00205	12/29/17	52638 201712 320-53800-	46800		645.00	
		DEC LAKE MAINTENANCE				645.00 000493
1/11/18 00016	1/02/18	232 201801 310-51300-	34000	 *	4,083.33	
_,,		JAN MANAGEMENT FEES 232 201801 310-51300-		*	133.33	
		JAN INFORMATION TECH 232 201801 310-51300-		*	83.33	
		JAN DISSEMINATION FEES 232 201801 310-51300-		*	20.57	
		OFFICE SUPPLIES 232 201801 310-51300-		*	8.74	
	1/02/18	POSTAGE		*	418.20	
		COPIES 232 201801 310-51300-		*	44.24	
	1/02/10	TELEDHONE .	GOVERNMENTAL MANAGEMENT SERVI	ICES		4,791.74 000494
1/11/18 00274	1/01/18	10128960 201801 330-57200-	49300	 *	795.00	
		FY18 PERFORMANCE LICENSE	SESAC LLC			795.00 000495
1/11/18 00302	1/04/18	2102 201712 310-51300-	31100		1,625.00	
		DEC PROFFESIONAL SERVICES	YURO & ASSOCIATES, LLC			1,625.00 000496
1/18/18 00240	1/15/18	192467 201801 330-57200-	63100	* ·	199.99	
		DOG WASTE STATION				199.99 000497
1/18/18 00277	1/01/18	10421 201801 320-53800-			22,103.00	
_,,	_, , , , , , , , ,	TAN LANDSCAPE MAINTENANCE	DUVAL LANDSCAPE MAINTENANCE I			22,103.00 000498

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AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHEC. *** CHECK DATES 01/01/2018 - 01/31/2018 *** TURNBULL CREEK CDD BANK C TURNBULL HANCOCK	K REGISTER	RUN 2/26/18	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
1/18/18 00173 1/09/18 138738 201801 330-57200-63100 REPAIR IRRIGATION PUMP		290.76	
HOOVER			290.76 000499
1/18/18 00311 11/30/17 337530 201711 330-57200-51000 PENS	*	26.40	
11/30/17 337530 201711 330-57200-49400 SANTA FOR WINTER FEST	*	298.71	
11/30/17 337530 201711 330-57200-63100 ANT KILLER/CLEANER	*	218.89	
11/30/17 337530 201711 330-57200-63100	*	348.70	
SUPPLIES 11/30/17 337530 201711 330-57200-51000	*	70.00	
EMAIL BLAST 11/30/17 337530 201711 330-57200-49400	*	118.99	
STANCHIONS FOR EVENTS 11/30/17 337530 201711 330-57200-63100	*	211.12	
GYM WIPES 11/30/17 337530 201711 330-57200-63100	*	36.16	
TOOLS VESTA PROPERTY SERVICES, INC.			1,328.97 000500
1/25/18 00262 1/02/18 31106497 201801 330-57200-49300	 *	349.00	
FY18 LICENSE FEE BMI			349.00 000501
1/25/18 00002 1/09/18 60511124 201801 310-51300-42000	 *	18.20	
JAN FEDEX POSTAGE FEDEX			18.20 000502
JAN FEDEX POSTAGE FEDEX 1/25/18 00205 1/09/18 1904 201801 320-53800-46800 FOLLOW-UP FISH CLEANUP	*	1,700.00	
FOLLOW-UP FISH CLEANUP FUTURE HORIZONS INC			1,700.00 000503
1/25/18 00205 1/16/18 52723 201801 320-53800-46800	*	2,280.00	
FISH CLEANUP FUTURE HORIZONS INC			2,280.00 000504
1/25/18 00124 12/07/17 7206A 201712 330-57200-63100	*	407.40	- <u> </u>
QUARTERLY PREVENT MAINT SOUTHEAST FITNESS REPAIR			407.40 000505
1/25/18 00206 1/22/18 01222018 201801 300-20700-10400	*	2,773.62	
COMCAST REVENUE SHARE TURNBULL CREEK-CAPITAL RESERVE FUND		•	2,773.62 000506

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID *** CHECK DATES 01/01/2018 - 01/31/2018 *** TURNBULL CREEK CDD BANK C TURNBULL HANCOCK	O/COMPUTER CHECK REGISTER	RUN 2/26/18	PAGE 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAP DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	ie status	AMOUNT	AMOUNT #
1/25/18 00039 1/13/18 5097363 201801 330-57200-46600 JAN PEST CONTROL TURNER PEST CONTROL	*	110.00	110.00 000507
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TURNER PEST CONTROL 1/25/18 99999 1/25/18 VOID 201801 000-00000-00000 VOID CHECK	C	00	
VOID CHECK *****INVALID VENDOF	NUMBER****		.00 000509
1/25/18 00311 12/31/17 338483 201712 330-57200-63100	*	296.60	
TOWELS/FEBREEZE/CLOROX 12/31/17 338483 201712 330-57200-63100	*	66.98	
GAUGE 12/31/17 338483 201712 330-57200-63100	*	70.00	
TORO VALVE/POOL BOND 12/31/17 338483 201712 330-57200-63100	*	28.73	
BASKETBALL NETS 12/31/17 338483 201712 330-57200-63100	*	87.37	
PAINT/PLYWOOD/HARDWARE 12/31/17 338483 201712 330-57200-63100	*	21.99	
PROPANE 12/31/17 338483 201712 330-57200-63100	*	117.98	
LIGHT BULBS 12/31/17 338483 201712 330-57200-63100	*	23.96	
FACILITY KEYS 12/31/17 338483 201712 330-57200-49400 SUPPLIES WREATE MAKING	*	19.97	
12/31/17 338483 201712 330-57200-49400 FOOD FOR WREATH MAKING	*	23.66	
12/31/17 338483 201712 330-57200-49400 WREATH MAKING CLASS	*	630.00	
UKRATH MAKING CLASS 12/31/17 338483 201712 330-57200-49400 CANDY CANES WINTER FEST	*	14.38	
12/31/17 338483 201712 330-57200-49400 CANDY CANES WINTER FEST	*	15.99	
12/31/17 338483 201712 330-57200-63100 MILEAGE REIMBURSEMENT	*	31.50	
MILEAGE REIMBURSEMENT VESTA PROPERTY SERVICE	ES, INC.		1,449.11 000510
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TOTAL FOR REGISTER 70,355.90



2020 West Beaver Street Jacksonville, FL 32209 Phone: 904-356-4003

Invoice

 Date
 Invoice Number

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MuraBella - Turnbull Creek CDD 101 W. Positano Ave Saint Augustin, Fl. 32092

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	Terms	PO Number	Project Name	WO Number	Quote Number	Due Date	Ship Via	Ship Date
	····	Lourens	MuraBella	31479	9999	12/21/2017		12/21/2017
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1.	Item Compac	Sandblast & Powder	Coat 5 Pumps	631			1,850.00	1,850.00
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Custo	mer discount will l	be revoked and cha	urged back to the Fi	nal Invoice if	-Additiona	il Payment	ts/Credits	USD 0.00
ir (19 105 62	not paid within the specified terms.				Balance I	Due	i	USD 1,850.00

Ship To MuraBella - Turnbull Creek CDD 101 W. Positano Ave Saint Augustin, FL 32092

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TURNBULL CREEK CDD 475 W TOWN PL STE 114 ST AUGUSTINE FL 32092-3649

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Site Number	0000
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Invoice Number	PW0000043913

30888-P-0011

		harges (Continued)				
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Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.	Invoice Number	Account Number	Amount Due	
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Remittance Advice

Your payment is due by Jan 03, 2018

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FedEx P.O. Box 660481 DALLAS TX 75266-0481

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	6-030-42665	Dec 19, 2017		2 of 3
Adjustment Request Fax to (800) 548-3020				
Use this form to fax requests for a	adjustments due to the	reasons indicated b	elow. Requests for	adjustments
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<u></u>		6-030-42665	Dec 19, 2017		3 of 3
FedEx Exor	ess Shipment Detail	By Payor Type (Original)			
ministration data Station (1999) (19	14, 2017 - Conservation (14)	Cust. Ref.: Turnbull Creek CC	1D		
Payor: Third Pa	rty i this is seen as some her	din Rof.#3: Constant Constant of			
Fuel Surcharge Distance Based	 FødEx has applied a fuel surcharge Pricing, Zone 2 	e of 5.00% to this shipment.			
Automation	INET	Sender	Recipi	ent	
Fracking ID	770995389481	Sarah Sweeting		er Kilinski	
Service Type	FedEx First Overnight	GMS, LLC	•	ig Green and Sams	
Package Type	FedEx Pak	475 W. Town Pl., Ste. 114	, ,	AONROE ST STE 300	
Zone	02	SAINT AUGUSTINE FL 32092 U		HASSEE FL 32301 US	
Packages	1				
Rated Weight	1.0 lbs, 0.5 kgs				
Delivered	Dec 15, 2017 08:19				
Svc Area	A2	Transportation Charge			55.5
Signed by	D.ANTONETTI	Fuel Surcharge			2.7
FedEx Use	00000000/6/	Total Charge		USD	\$58,3
			Third Party Subtota	I USD	\$58.3

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Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314

		850.222.7500	
=====		STATEMENT ====================================	
		December 18, 2017	
Turnbull C Governme		Bill Number gement Services, LLC Billed through	
c/o District	t Manager		11/00/2017
475 W. To St. Augusti			
or vagasa	110, TL 32	1.31.513.31.5 DEC 2 0 2017	
		15	
General C		BAY to BEE	
TURNBL	00001	JLK	,
		AL SERVICES RENDERED	,
11/01/17	JLK	Agenda call with staff; transmit information on e-mail and web providers; confer regarding bond presentation status and supporting information for same.	0.90 hrs
11/06/17	JLK	Confer with district manager regarding dog training classes and license/use agreements for various district property uses.	0.40 hrs
11/09/17	JLK	Call on construction company change and options related to same.	0.30 hrs
11/13/17	JLK	Review agenda package and prepare for board meeting; review drainage e-mails and photos; confer with DE regarding construction options; review MBS information and proposal and confer with DM on same.	1.60 hrs
11/14/17	JLK	Pre-meeting agenda review with DM; research drainage easements and confer with district engineer on same; draft dog training use agreement; review MBS materials and confer with DM on same; review bond counsel engagement.	1.90 hrs
11/15/17	JLK	Update crown agreement; conduct pool construction related research; conduct drainage research and confer with Eckert on history of same; research cease/desist premise; review reserve study; review validation; continue term limit research.	2.60 hrs
11/16/17	JLK	Review mail kiosk request and transmit feedback on same; post meeting wrap up; draft Horton easement and transmit same.	1.20 hrs
11/16/17	EJB	Research term limits for Board members	1.20 hrs
11/21/17	JLK	Confer regarding future horizons contracts; draft and disseminate district management proposals and field calls regarding same; auditor letter.	1.40 hrs
11/27/17	JLK	Confer with two management companies regarding various CDD related questions.	0.90 hrs
11/28/17	JLE	Review auditor request letter, and review and revise response to the same; follow-up.	0.20 hrs
11/28/17	JLK	Field calls and disseminate information requested from perspective DM company.	0.40 hrs

Turnbuli Creel			Bill No. 97530		Page 2			
11/28/17	LAK	Prepare response to audit	or letter request.		0.80 h			
11/29/17	JLK Finalize addendum to resurfacing pools with LD's and start/finish date; finalize letter, form and agreement for activities and use agreement on CDD property; confer regarding improvements for financing options; confer with chair regarding ability to meet with potential proposers.							
11/30/17	CGS	CGS Monitor proposed legislation which may impact district.						
11/30/17	CHA	Confer with deNagy regard	ding lake maintenance agreemen	t; prepare same.	0.80 h			
	Total fe	es for this matter			\$3,801.50			
DISBURSE	<u>EMENTS</u>							
	Docume Postage	ent Reproduction			2.00 2.88			
	Total di	sbursements for this matter			\$4.88			
MATTER S	UMMAR	Υ <u>Υ</u>						
	Jaskolsl	ki, Amy H Paralegal	0.80 hrs	125 /hr	\$100.00			
	•	Cheryl G.	0.30 hrs	355 /hr	\$106.50			
	• •	lise J Law Clerk	1.20 hrs	110 /hr	\$132.00			
	•	ne, Jere L.	0.20 hrs	275 /hr	\$55.00			
	-	Jennifer L. , Lou Ann - Legal Asst	12.80 hrs 0.80 hrs	260 /hr 100 /hr	\$3,328.00 \$80.00			
		г	FOTAL FEES		\$3,801.50			
		TOTAL DISBU	JRSEMENTS		\$4.88			
		TOTAL CHARGES FOR THI	S MATTER		\$3,806.38			
<u>BILLING S</u>	UMMAR	<u>.</u>		•				
	laskolsk	i, Amy H Paralegal	0.80 hrs	125 /hr	\$100.00			
		Cheryl G.	0.30 hrs	355 /hr	\$106.50			
		lise J Law Clerk	1.20 hrs	110 /hr	\$132.00			
	Earlywir	ne, Jere L.	0.20 hrs	275 /hr	\$55.00			
		Jennifer L.	12.80 hrs	260 /hr	\$3,328.00			
	Kuehlke	, Lou Ann - Legal Asst	0.80 hrs	100 /hr	\$80.00			
			TOTAL FEES		\$3,801.50			
		TOTAL DISBL	JRSEMENTS		\$4.88			
		TOTAL CHARGES FOR	THIS BILL		\$3,806.38			

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Please include the bill number on your check.

Hopping Green & Sams Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850,222.7500

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			Decembe	er 18, 2017		
c/o Districl 475 W. To	ntal Manag t Manager wn Place, S			10,2017	Bill Number Billed through	
St. August	ine, FL 32	092		DECEIVI		
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11/14/17	JLK	Travel to and fi drainage easen	rom and attend board nents and confer with (meeting; pre-meeting agend district engineer on same; dr d confer with DM on same; re	aft dog training i	use
	Total fee	s for this matter				\$1,500.00
MATTER :	SUMMAR	(1.31.513.315 15		
			TOTAL FEES	5		\$1,500.00
	, T	OTAL CHARGE	S FOR THIS MATTER	ę	 \$	1,500.00
BILLING	SUMMAR	Y				
			TOTAL FEES	5		\$1,500.00
		TOTAL CHAP	RGES FOR THIS BILL	-	\$	51,500.00
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		FICOS		number on your circe	377	
DOOI	surre) Invoice		Date Invoice	# .	1/1/2018 131295576197
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1707 Townhurst Dr	. ~~3544936994		Terms	Net 20		
Houston TX 77043			Due Date	1/21/2018	<u>_</u>	
ar@poolsure.com 800-858-POOL (76	65)		PO #			
www.poolsure.com		And the second	ivery Ticket #	Sales Order #1	320357	
Bill To			Delivery Date			
Turnbull Creek CDD		Deliv	ery Location	Turnbull Creek	CDD	W1
475 West Town Place Suite 114			Customer#	13MUR100	property of the last of the	
Suite 114 St. Augustine FL 32092		Jeff Branch Turnbull Creek CDD Ship To Saint Augustine FL 32092				
month late charge and atto	rney fees.	ding act that any accounts re	Quantity	Units	Rate	Amount
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	DEC By:	282017				

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Total 815.59 Amount Due \$815.59

 Remittance Slip
 Mawara Subscription
 Self.59

 Customer
 13MUR100
 Amount Due
 \$815.59

 Invoice #
 131295576197
 Amount Paid

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



Vesta

Invoice

Invoice # Date

Terms

Memo

Due Date

337940 1/3/2018

Net 30 2/2/2018 Jan 2018 Fees

Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

Bill To

Turnbull Creek, C.D.D. c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine FL 32092

Thank you for your business.

UNEQUED INTERACTION OF A DESCRIPTION OF A D	Quemiley	Fus	2000 Protesta
Facility Manager Services for Turnbull Creek C.D.D. Amenity Center	1	4,958.33	4,958.33
Facility Attendants Services for Turnbull Creek C.D.D. Amenity Center	1	1,416.67	1,416.67
Program Coordinator Services for Turnbull Creek C.D.D. Amenity Center	1	458.33	458.33
Field Operations Manager Services for Turnbull Creek C.D.D. Amenity Center	1	4,208.33	4,208.33
Pool Maintenance Services for Turnbull Creek C.D.D. Amenity Center	1	1,191.67	1,191.67
Janitorial Services for Turnbull Creek C.D.D. Amenity Center	1	733,33	733.33
Facility Monitor Services for Turnbull Creek C.D.D. Amenity Center	1	2,325.00	2,325.00
Common Grounds & Facility Services for Turnbull Creek C.D.D. Amenity Center	1	4,000.00	4,000.00
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Total

\$19,291.66

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Hersey's Stucco & Concrete, LLC St. Augustine, FL Darrell Hersey, Owner 904-669-0189

For: Murabella

Job location: Gate at entrance

Job description: Repair gate at entrance

Job price: \$500.00 (labor & materials) NO PAINTING

Store: 1 Ordered: 12/19/2017 Associate: jb Page 1 St. Augustine Electric Motor Works, Inc. 14 Center St. St. Augustine, FL. 32084 904-829-8211 BOEIVE ξţ. 904-829-8030 Fax Line JAN 0 9 2018 staugustineelectricmotorworks.com Bill To: cash INSTRUCTIONS: JOE (AMENITY CO. / VESTA) Order Status: NEW PROMO CODE: MURABELLA Due Date: Due Loc 1 J03H Description 1 BEARING 6309ZZ BEARING 6206 SHIELDED Vendor part # Price Ext Price Ordered Lookup \$70.36 \$21.36 \$70.36 \$21.36 6309ZZ J03J 6206ZZ 1 1 LUBE, PAINT, TAPE FOR 7.5HP-25HP MINOR REPAIR 15HP 3PH ODP SHOP SUPPLIES \$14,00 \$14.00 1 \$300,00 \$300.00 3115 1 Total Qty Ordered: 4 0 4 Percent Unfilled: 100

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Printed: 1/5/2018 10:15:55 AM

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	Subtotal:	\$405.72
Local Sales Tax	6.5 % Tax:	+ \$26.37
	TOTAL:	\$432.09
	Deposit Balance:	\$0.00
	Balance Due:	\$432.09

Work Order #4101

ESTIMATES FOR REPAIRS OR REPLACEMENTS GOOD FOR NINETY DAYS.

Thank you for your patronage!

1.33.572.631 125

PAID JAN 1 0 2018



Account Number Billing Date Total Amount Due Payment Due By

(Inversionly Six-le-second Statemerster)

Payment - 12/15/17 - Thank You

New Charges - see below

Total Amount Due

Previous Balance

Payment Due By

8495 74 140 0863399 12/25/17 \$300.62 01/15/18 Page 1 of 4

Contact us: ((()) www.business.comcast.com (()) 1-800-391-3000

Turnbull Creek

For service at: 101 W POSITANO ST AUGUSTINE FL 32092

News from Comcast

Go paperless with Ecobill, sign up to view and pay your Comcast Business bill online at business.comcast.com/myaccount

1.33.572.41 179

New Changes Summary	
Comcast Business Cable	10.45
Comcast Business Internet	124.90
Comcast Business Voice	134.80
Other Charges & Credits	16,02
Taxes, Surcharges & Fees	14,45
Total New Charges	\$300.62



Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

COMCAST BUSINESS

1

If undeliverable, please return to: 141 NW 16TH ST POMPANO BEACH FL 33060-5250 0633 0310 NO RP 25 12262017 NNNNNYNN 01 000230 0001

TURNBULL CREEK ATTN BERNADET 475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092-3649

Account Number	8495 74 140 0863399
Payment Due By	01/15/18
Total Amount Due	\$300.62
Amount Enclosed	\$

Make checks payable to Comcast, and remit to address below

COMCAST PO BOX 530098 ATLANTA GA 30353-0098 լղվիկիդիոլիդիդիդիդիդիդիկիկիկիկիկիկիկի

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\$300.62

01/15/18

COMCAST BUSINESS

Service Details

Contact us: @ www.business.comcast.com 🛞 1-800-391-3000

Total Comcast Business Cabl	9	\$10.45
TV Adapter	01/03 - 02/02	0,50
Business Video		
TV Basic	01/03 - 02/02	9,95
conneastaBrismeses Cable		

Total Comcast Business Inter	net	\$124.90
Static IP - 5	01/03 - 02/02	24.95
Business Internet		
Internet Premium Pkg	01/03 - 02/02	99.95
Compart and measured	ĄĹ	

Compart Ensiness Vold

For Telephone Number(s): (904) (904)217-3867)940-1157, (904)940-1	463,
Voice Line	01/03 - 02/02	39.95
Business Voice		
Voice Line	01/03 - 02/02	79.90
Business Voice		
Qty 2 @ \$39,95 each		
Equipment Fee	01/03 - 02/02	14.95
8 Line Modem		

Account Number Billing Date Total Amount Due Payment Due By 8495 74 140 0863399 12/25/17 \$300.62 01/15/18 Page 2 of 4

Concast Business Voice, cont

View Voice Detail at www.business.comcast.com/myaccount

Total Comcast Business Voice

\$134.80

Total Other Charges & Credits	\$16.02
Voice Network Investment	2.00
Broadcast TV Fee	8,00
Regulatory Recovery Fees	1.30
Universal Connectivity Charge	4.72
Office Changes & Gredits	

Taxes, Surcharges & Fee

Total Taxes, Surcharges & Fees	\$14.45
911 Fee(s)	1.20
FL Communications Services Tax	9.48
Local Communications Services Tax	2.72
County Sales Tax	0.07
State Sales Tax	0.90
Voice	
FCC Regulatory Fee	0.08
Cable	Talan Lookan Talah serangkan pertakan kenalara



Hearing/Speech Impaired Call 711

COMCAST BUSINESS

Service Details, cont.

Contact us: 🛞 www.business.comcast.com 🛞 1-800-391-3000

Important Account Information

The Broadcast TV fee recovers a portion of the costs of retransmitting television broadcast signals.

The Regulatory Recovery Fee is neither government mandated nor a tax, but is assessed by Comcast to recover the costs of certain federal, state and local impositions related to voice services.

Accounts that are not paid in full by the due date are subject to a \$10.00 fee.

For closed captioning concerns and other accessibility issues affecting customers with disabilities, call 855-270-0379, go online for a live chat at

https://www.xfinity.com/support/account/accessibility-services or email accessibility@comcast.com or write to Comcast 1701 John F Kennedy Blvd., Phila. PA 19103-2838 Attn: S. Adams, or fax: 1-866-599-4268. Account Number Billing Date Total Amount Due Payment Due By 8495 74 140 0863399 12/25/17 \$300.62 01/15/18 Page 3 of 4



Account Number Billing Date Total Amount Due Payment Due By 8495 74 140 0863399 12/25/17 \$300.62 01/15/18 Page 4 of 4



and the second second

DOG WASTE DEPOT 12316 World Trade Drive #102 San Diego, CA 92128 TEL:800-678-1612 FAX:800-583-2169 www.DogWasteDepot.com

Bill To

Vesta Properties Accounts Payable 101 West Positano Ave St. Augustine, FL 32092

Invoice

 Date
 Invoice #

 1/4/2018
 191084

Ship To

Vesta Properties/ MuraBella C/O Lourens Erasmus 101 West Positano Ave St. Augustine, FL 32092

PLEASE MAKE ALL CHECKS PAYABLE TO "Dog Waste Depot"

P.O. Numb	per	Terms	Rep	Ship Date	Via		Notes
BDEPOT-57	180	Net 30	DWD	1/4/2018	UPS		
Quantity	Item Code		Description		Price Eac	h	Amount
2 D	DEPOT-001-30 Shipping		94/2018 Tracking 89798, 1ZV4W9	#: 480359935400 7 5 7 7 118		17.99 0.00	235.98 0.00 0.00
'ED ID# 27-4	4523962		<u> </u>		Гotal		\$235.98
				E	Balance Due		\$235.98

Future Horizons, Inc. . 403 North First Street P O Box 1115 Hastings, FL 32145-1115

IN VOICE

Invoice Number: 52638 Invoice Date: Dec 29, 2017 Page: 1

Voice: 800-682-1187 Fax: 904-692-1193

Bill To:	Ship to:
Turnbull Creek CDD c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32145	Aquatic Weed Control Services

Customer ID	Customer PO	Paymen	: Terms	
Turnbull01	Per Contract	Net 45	Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date	
			2/12/18	

Quantity	ltem	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services within	645.00	645.00
		Turnbull creek for the month of December,		
		2017		
		1.32.538.468		
	Here of the Here of A			
	JAN 09 2 By:	018		
				
		Subtotal		645.00
		Sales Tax		
		Freight		
		Total Invoice Amount		645.00
Check/Credit Men	no No:	Payment/Credit Applied		
		TOTAL	in the second	645.00

Overdue invoices are subject to finance charges.

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

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EGERVED

Invoice

1997 - 1997 - 1997 **-** 1997 -

Invoice #: 232 Invoice Date: 1/2/18 Due Date: 1/2/18 Case: P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - January 2018 <i>I</i> • <i>31</i> • <i>513</i> • <i>54</i> Information Technology - January 2018 <i>I</i> • <i>31</i> • <i>513</i> • <i>35</i> (Dissemination Agent Services - January 2018 <i>J</i> • <i>31</i> • <i>513</i> • <i>313</i> Office Supplies <i>I</i> • <i>31</i> • <i>513</i> • <i>51</i> Postage <i>I</i> • <i>31</i> • <i>513</i> • <i>42</i> Copies <i>I</i> • <i>31</i> • <i>513</i> • <i>41</i> Telephone <i>J</i> • <i>31</i> • <i>513</i> • <i>41</i>		4,083,33 133,33 83,33 20,57 8,74 418,20 44,24	4,083,33 133,33 83,33 20,57 8,74 418,20 44,24
16			
۱			
· · · · · · · · · · · · · · · · · · ·			
	Total		\$4,791.74
	Paymer	nts/Credits	\$0.00
	Balance	e Due	\$4,791.74



475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092-3649

Account Number:9219 Bill To Number:600845 Date Printed: 12/14/2017

Vesta Property Services

.....

Current Invoice No: Multiple	\$3,355.00	Message Center
Previous Open Balance	\$.00	
Net Amount Due By: 01/01/2018	\$3,355.00	DEC 2 1 2017
		BY

Mail any correspondence to: SESAC 35 Music Square East, Nashville, TN 37203

PAYMENTS ARE POSTED TO THE OLDEST OUTSTANDING CHARGES

Please detach and return the bottom portion with your payment.

Two ways to pay! 1) Return this stub with your check or 2) Pay online at www.sesac.com/pay

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CHECK NO:			
Amount Paid \$	If paying by credit card: Pay online at www.sesac.com/pay		
	Login Account Number:9219 Bill To Number:600845 or Call 1-866-218-5823		

VESTA PROPERTY SERVICES 475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092-3649 010096 T52 P1 SESAC P.O. BOX 5246 New York, NY 10008-5246

000092190008792100000093553

Account Number:9219

Bill To Number:600845

Turnbull Creek Community

Inv Number	Inv Date	Inv Amount	Amt Paid	Late Chgs	Other Adj	Balance
10128960	01/01/2018	\$795.00				\$795.00
Mura Bella		101 E Positano	Ave, St Augustine,	FL		\$795.00
Contract No.: 106033-1		Multi-Unit Residential, Jan 01,2018 : Dec 31,2018				

Group Total: \$795.00

Grand Total: \$3,355.00

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010098

Online Payment and Account information. If you have any questions concerning your account balance, please call us at 866-218-5823 or email us at <u>customerservice@sesac.com</u>. To pay online, please visit <u>www.sesac.com/pay</u>. To obtain more information about SESAC and learn about SESAC services, please visit our website located at <u>www.sesac.com</u>.

We take this opportunity to thank you for allowing us to serve your music licensing needs.

Please mail all correspondence to: SESAC Inc. 35 Music Square East Nashville, TN 37203

"Fyll Performance License" 1.330.572.493 274



Engineering\$/\$Permitting \$Development\$Services \$\$\$Property\$Management \$\$\$\$\$Construction\$Management \$\$\$\$\$\$ADA\$Consulting

Invoice

Date	invoice #
1/4/18	2102

Bill To
Governmental&anagement&ervices David&leNagy

DECERTED JAN 0 8 2018

ENE a concerned to concern the second

P.O. No

1·31·513·311 302

Yuro & Asssoc. - Job No. Y16-377

ltem	Date	Description	Hours	Rate	Amount
		December&017& Engineering Efforts			
furnbull&ree	12/5/17	inspect&ossible&irainage&ssues&rom&ourens	1.5	125.00	187.50
furnbull&ree		meet&vith&upervisor&Ving	2	125.00	250.00
furnbull&ree	12/8/17	conference&all&&cost&stimate∨@ave	2	125.00	250.00
urnbull&ree	12/12/17	cdd&neeting .	2.5	125.00	312.50
'urnbull&ree	12/13/17	review&TM&iles∨@ave&&Gennifer	3	125.00	375.00
urnbull&ree		respond&o@ave's&question&bout&treet&igns	1	125.00	125.00
umbull&ree		prepare&xhibit&& & ar BR& I or ton & greement	1	125.00	125.00
	•				
	L	· ·			··· · · · · · · · · · ·
			Total		\$1,625.0

145#Hilden&cad,&Unit&08\$PonteVedra,FL\$2081 (904)\$42-5199\$*\$myuro@mjyuro.com

DOG WASTE DEPOT 12316 World Trade Drive #102 San Diego, CA 92128 TEL:800-678-1612 FAX:800-583-2169 www.DogWasteDepot.com

Bill To

Vesta Properties Accounts Payable 101 West Positano Ave St. Augustine, FL 32092

Invoice

 Date
 Invoice #

 3/15/2018
 192467

Ship To

Vesta Properties/ MuraBella C/O Lourens Erasmus 101 West Positano Ave St. Augustine, FL 32092

PLEASE MAKE ALL CHECKS PAYABLE TO "Dog Waste Depot"

P.O. Nun	nber	Terms	Rep	Ship Date	Via	No	tes
BDEPOT-	57759	Net 30	DWD	1/15/2018	UPS		
Quantity	liem Code		Description		Price Eac		mount
	DEPOT-006-B-G	GREEN Shipped On: 01/1 IZV4W94803598 Out of State No S	FATION ROLL E 5/2018: Tracking 171532	44G ROUND CAN 4 18 18 6 3 18 6 3 1 18 18 18 18 18 18 18 18 18		99.99 000 (1999) 00%	199.99T
FED ID# 27-	-4523962				Fotal Balance Due		\$199.99 \$199.99

DUVAL LANDSCAPE MAINTENANCE L 7011 BUSINESS PARK BLVD N JACKSONVILLE, FL 32256		IVOICE
Bill To TURNBULL CREEK COMMUNITY DEVELOPMENT	INVOICE DATE 1/1/2018	INVOICE # 10421
DIST ATTN: DISTRICT MANAGER 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092	BEORINE JAN 1 5 2018	
	1995	1000/00/10/000000000000000000000000000
		DUE DATE
DESCRIPTION	ana na sana ang kana	2/15/2018
Monthly Landscape Maintenance - January	<u>(1994) (1994) Maria a Maria a Constanta</u>	22,103.00
1.32.538.466 277		
2.11		
	TOTAL	\$22,103.00
	PAYMENTS	\$0.00
	BALANCE DUE	\$22,103.00
E-mail Phone # accounting@duvallandscape.com 904-900-1127		

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		(0)(<i>C</i> (2)				
PUMPIKa EVERTENS 2801 N. Powerline Road Pompano Beach, FL 33069 (954) 971-7350 Fax (954) 975-0791	By: RM Ar Warranty Ex	1/10/2018 Tech: TAB rea: Y pires: 5/17/2018 rs: 8/31/2018	Invoice# 138738 Invoice Date: 1/9/2018 Due Date: 1/9/2018 Service Date: 1/10/2018 Terms: Due Upon Receipt			
Bill To Customer# 8349 Turnbull Creek CDD Attn: David deNagy 475 West Town Place Suite 114 St. Augustine FL 7el: 904.940.5850 Fax: 904.940.5 Cust. P.O.#	5899	Job Site: Murabella Replaceme 101 E Positano Ave St. Augustine Tel: 904-536-6217 Maintenance: 1B-A Model# HC2F-25PDV-2	Site ID# 8522 nt Pump St. Augustine FL 32092 Contact: Lourens Erasmus			
1		ıp System	ann 1997 an 1871 a far an ann an Anna a			
Job Completed: YES V NO System Operating: YES V NO Nature of Call: Customer Reports Pump Does Not	Additio	600 GPM at 70 PSI Hoover Additional Work Require onal Work Required by Custome 1 · 33 · 572 · 631 17.3				
 Customer Reports Loss of Prime Inc Technician to contact Lourens Erasr 	licator is On		JAN 1 5 2018			
Work Performed:			the chick is course the			
 The Technician performed the work listed above in Nature of Call. Hoover technician Tomas performed and observed the following while on site: arrived to station and left volcemail for Contact found a y-strainer broken and water leaking replaced y-strainer on site found a pressure gauge stuck on the reading, and tech replaced it on site. found that the pressure transducer was bad reading 75psi, when there is no pressure on the system. Replaced on site. primed station ran water tested for leaks. communicated with Contact and informed him about findings and let him know station is back in operation. verified VFD settings rinsed off station left station operating parts that failed on the station were caused by freezing temperatures and weather related. all parts were replaced in order to get station operational. 						

:....

 SubTotal:
 \$290.76

 Sales Tax:
 \$0.00

2801 N. Powerline Road • Pompano Beach, FL 33069 • (854) 971-7350 • Fax (954) 975-0791 Page 1 of 2

linv@ice

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2801 N. Powerline Road Pompano Beach, FL 33069 Tel. 954-971-7350 Fax 954-975-0791

Invoice#	138738
Invoice Date:	1/9/2018
Due Date:	1/29/2018
Site ID#	8522

Grand Total:

\$290.76



2801 N. Powerline Road • Pompano Beach, FL 33069 • (954) 971-7350 • Fax (954) 975-0791

Page 2 of 2

Vesta-

Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

·.. --

Bill To

Turnbull Creek, C,D.D. c/e GMS, LLC 475-West Town Place, Suite 114 St. Augustine FL 32092

Invoice

Invoice # Date

Terms Due Date Memo 337530 11/30/2017

Nét 30 12/30/2017 Pass Thru November



BY:

Unscription Billable Expenses	- enmilio: 1999 - 1740-1996 	
Pens 65 K. Sargent - Almost Live Entertainment - Santa for Winter Festival SE L. Erasmus - Home Depot; Supplies RR L. Erasmus - Home Depot; Supplies RR		26.40 298.71 218.89 348.70
M. Insel - Constant Contact; Email Blast 05 M. Insel - Amazon; Stanchlons for Events 5E M. Insel - Wipes (for gym equipment) R L. Erasmus - Harbor Freight Tools; Tools R		70.00 118.99 211.12 36.16
Total Billable Expenses		1,328.97

Total

\$1,328.97

STAPLES Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
11/04/17	ATL 1821005	8047263181
PLEASE PAY BY	TERMS	AMOUNT DUES NO.
12/04/17	Net 30 Days	26.40

INVOICE DETAIL

Staples Business Advantage

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1

:

Bill to Account: 1970818

Federal ID #:04-3390816

Ship to Account: MURABBLEA

VESTA PROPERTY SERVICES CHEYENNE SKAGOS 245 RIVERSIDE AVE STE 250 JACEBORVILLE, FL 32202 VESTA PROPERTY SERVICES ATTN: MARK INSEL 101 W DESITANO AVH SAINT AUGUSTING, FL 32092

P D Number 1 P D Desc ; Release 7 Release Desc: Order		ana Anandarang ang kanalang kanala kanala kanala		Invoice Num order Ordered By Order Date Order	1	718364556 MARK INSE 10/24/17	5-000-003	lmit	Extended
Line Iten Number		Description		Qty	Qty	Meas	Qty	Price	Price
9 308610		TOOL PEN BPW/STYLSYW OFFICE PRODUCTS		1		0 EA	1	24.79	24.79
Freight:	.00	Tax:(6.5000 %)	1.61			Sub-To	otal: otal:		24.79 26:40

Backorder of 7185645565

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 886-753-4106 Make checks payable to Staples Advantage, Dept ATL PD Box 405386, Atlanta GA 30304-5386 1



Hello, Kathy Sargent

You sent \$290.00 USD to Almost Live! Entertainment.com

YOUR NOTE TO Almost Live! Entertainment.com

MuraBella Community Party on Dec 1st

Transaction Details

Transaction ID: 6E388290H0455810G

November 13, 2017

Money sent

\$290.00 USD

\$8.71 USD

Fee

ou sent a payment

AID WITH

mhtml:file://C:\Users\brand\AppData\Local\Microsoft\Windows\INetCache\Content_Outl,... 11/13/2017



AMEX 1042

Page 2 of 3

\$298.71 USD

You paid \$298,71 USD

Almost Livel Entertainment.com will receive \$290.00 USD

Please note it may take a little while for this payment to appear in the Activity section of your account.

Get the Details

Help & Contact | Security | Apps

PayPal is committed to preventing fraudulent emails. Emails from PayPal will always contain your full name. Learn to identify phishing.

Please do not reply to this email. To get in touch with us, click Help & Contact.

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Almost Live! Entertainment 386-878-5497 www.almostliveentertainment.com

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PROPOSAL

PROPOSAL SUBMITTED TO:	DATE:
KATHY SARGENT	OCTOBER 30, 2017
CLIENT NAME:	PHONE:
MURABELLA	904-847-7028
EMAIL: KATHY.SARGENT@VEST	
STREET;	CITY, STATE, ZIP CODE:
	MUNITY HOLIDAY PARTY
EVENT LOCATION:	**************************************
ALMOST LIVE ENTERTAINMENT ENTERTAINING CHRISTMAS CHI	AGREES TO PROVIDE SANTA AND HIS EER ON: FRIDAY, DECEMBER 1 ST , 2017
STARTING AT: 5:00 P.M.	STOPPING AT: 9:00 P.M.
TOTAL: UP TO FOUR (4) HOURS (PHOTOS.	OF SANTA MEET AND GREET AND
PRICE INCLUDES: SANTA WITH . NOTE: SANTA WILL TAKE & TOT.	ALL HIS CHRISTMAS JOY AND CHEER. AL OF 3 - 10 MIN. BREAKS.
THANK YOU FOR MAKING US A I	PART OF YOUR CELEBRATION!!!
	LOW PAGESWORD OF MOUTH EROTHER: GIGMASTERS
TOTAL AMOUNT DUE: \$290.00 UPON SIGNING PROPOSAL - BAL	DEPOSIT AMOUNT: \$50.00 DUE ANCE (\$240.00 DUE ON
	MAY BE MADE BY CREDIT CARD OR
PAYPAL TO EMAIL:	
virginia@almostliveentertainment.com	
10	
KATHY SARGENTER GARA	n. t. m

做的 SIGNATURE DATE ALMOST LIVE! SIGNATURE DATE





Payment Receipt

for November 24, 2017

VestaToday's Date:November 24, 2017Attn.: ASG ASG Vesta PropertiesPayment Date:November 24, 2017245 Riverside Ave. Suite 250Payment Date:November 24, 2017jacksonville, FL 32202Payment Method: American Express (last 4 digits: 2669)US904-940-1157User Name:murabella1

Thank you for your paymentl

Description	式mour	at Paid
Payment - Credit Card - 2669		\$70.00

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the <u>My Account</u> link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the <u>My Account</u> page to opt out of receiving payment receipt emails in the future.

We appreciate your business. Best Regards, Constant Contact Billing 1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call US / Canada Toll Free: (855) 229-5506 UK Toll Free: 0808-234-0942 Outside US / Canada: 0808-234-0945

Need to cancel your account? Just give us a call US / Canada Toll Free: 855-229-5506 UK Toll Free: 0808-234-0945 Outside US / Canada: +1 781-472-8120

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	•	installs int G	rder #112-8553648-5754	1617		
			this page for your records.	* 16 sec. 115		
Order Placed: Novemb	ner 21. 2017					
Milazon.com order m	umber: 112-8553648-5754612	2				
Order Total: \$118.99						
فقيقيا بابرست مبنيه مسطاعيت والمطاق سياطر أعصيهم	والمالة الاحتاب فالمتحد الطبيبا المرجبين وتجزع ويتباع وتعاقد متعاطفات والمالية والمستقر ستقر		· · · · · · · · · · · · · · · · · · ·			
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1 of: Goplus SPcs Star. Beis five Beper buy India pr Beisness Krist Condition: New Shipping Address: Kathisen M Sargent 295 Johns CREEK PKV ST AUGUSTINE, FL 320 United States Shipping Speed: Standard Shipping Payment Mathod: American Express 1 La Billing address Mark Insel 245 Biverside Dr	xfitt) AYY 392-505b	lelt Posis Queue Pole Crowd Control Berrie			Shippin Tot Estimated tax to	\$109.0 n(s) Subtotal: si09.0 g & Handling: \$9.9 al before tax: \$118.9 be collected: \$0.0
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CustomerID# 399

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Thank you for your order. Your order number is 11542, placed 11/10/2017 at 09:51AM.

B训 To:

Vesta/asg Mark Insel 245 riverside ave suite 250 jacksonville, FL 32204 United States 9043551831 mark.insel@vestaforyou.com

Payment Info:

Ship To:

Murabella mark Insel 101 West Positano Ave St Augustine, FL 32092 United States 9049401157

Shipping Method:

UPS Ground

Credit Card: American Express mark Insel *******************

Order Details:

CodeItemQtyPriceGrand TotalDisinfectingWipesWipes.com Disinfecting Wipes2\$89.97\$179.94[Recurring:One-Time Purchase]2\$89.97\$179.94Subtotal:\$179.94Tax\$9.00Tax:\$9.00Shipping Cost:\$31.18Grand Total:\$211.12\$211.12

Thank you for shopping at Wipes.com! Visit us again at <u>https://www.wipes.com/</u>

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Page 1 of 2



	Remittance Advice	
Account Number:	2542062	
Billing Number:	31106497	
Billing Date:	8205-VAV-20	
Total Amount Due:	QZD	349.00
Amount Enclosed:		

Pay Online: www.bmi.com/payments



David deNagy Turnbull Creek Community Developmen 475 W Town PI Ste 114 St Augustine FL 32092

02542062311064970000003490015

BMI PO Box 630893 Cincinnati OH 45263-0893

Contact us: (888) 492-6264 www.bmi.com/email

Please return the above portion with your payment Correspondence written on this notice or sent to this address will not be recognized by BMI

Billing Number	Beginning Balance	Billed and Adjusted		Ending Balance.
31106497	\$0.00	\$349.00	\$0.00	\$349.00

Date Type Transaction #	Description	Amount Due (in USD)
Account# 2542062		
Turnbull Creek Community Developmen 101 W Positano Ave Saint Augustine FL 32092		
01-JAN-2018 INV 9693723	Estimated Fee 01/01/2018 - 12/31/2018	\$349.00

If you are billed quarterly or semi-annually and your payment is 90 days past due, the unpaid balance of your Annual Fee is now due in full.

BMI customers have the following online features:

Manage your account online using the account and billing numbers appearing on the top of this invoice at: www.bmi.com/lge. For the best online experience, please use the Google Chrome browser. Make a payment at: www.bmi.com/payments using the account number and billing number above to login. As a reminder, we accept payments from both business and personal accounts.

Recently held a Special Event with gross revenues in excess of \$25,000 or more? These events should be reported within 90 days as outlined in your BMI Local Government Entities License Agreement. Please contact your BMI representative at 877-264-2137 to request a report form.

Connect with additional savings for your business at: www.bmi.com/fedex.

FY18 License Fee 1.33.572.493 262

JAN 17 2018

	Invoice Number			ount Number	Page
	6-051-11241	Jan 09, 20	18		1 of 3
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<u>Billing Address:</u> GMS/TURNBULL CREEK	GMS/TURNBU		Invoice Q	uestions?	
475 W TOWN PL STE TI4	475 W TOWN I		Contact F Phone:	edEx Revenue Serv (800) 622-1147	ICOS
SAINT AUGUSTINE FL 32092-3649	SAINT AUGUS	TINE FL 32092-3649	E nones-		A CST
			 .	M-F7 AM to 8 PA Sa 7 AM to 6 PA	A-CST
			Fax: Internet:	(800) 548-3020 www.fedex.com	· ·
Invoice Summary Jan 09, 2018					
FedEx Express Services		17.52			
Transportation Charges Base Discount		-4.38 ⁻	-		
Special Handling Charges		5.06			
Total Charges	USD	\$18.20			
TOTAL THIS INVOICE	USD	\$18,20			
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You saved \$4.38 in discounts this periodl	÷ .		•	2	
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T For change of address, check here and complete formion	i tevetse alde. L <u>O</u> -				0.010.20
Remittance Advice Your payment is due by Jan 24, 2018					
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GMS/TURNBULL CREEK 475 W TOWN PL STE 114	1986	FedEx			
476 W LOWIN PE STE 114 SAINT AUGUSTINE FL 32092-3649		P.O. Box 660481 DALLAS TX: 752			
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	Invoice Number	Invoice Date	Account Number	Page 2 of 3
	6-051-11241	Jan 09, 2018		2013
Adjustment Request Fax to (800) 548-3020				
Use this form to fax requests for a due to other reasons, including s				
800.622.1147. Please use multiple				ouning
nt				
Please complete all fields in black ink Requestor Name				
Phone LLL-LL] - Fax # [
E-mail Address		Yes, 1 want to	update account contact with the ab	ove information
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		/S - Oversize Surcharge SU - Residential Deliver		
IAN - Invalid Acct # OCF	- Grd Pick-up Fee PN	ID - Pwrshp Not Deliver	ed site www.fedex.co	
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EU EX.0	Invoice Number	Invoice Date	Account Number Page
	6-051-11241	Jan 09, 2018	3 of 3
FedEx Express Shipment D	etail By Payor Type (Original)	
Ship Date: Jan 03, 2018	Cust. Ref.: Turnbull Cree	k CDD Re	1#2:
Ship Date: Jan 03, 2018 Payor: Third Party	Cust. Ref.: Turnbull Cree Ref.#3:	k COD Re)[.#2:
 Fuel Surcharge - FedEx has applied a fuel s 	surcharge of 5.25% to this shioment.		1.12:
 Fuel Surcharge - FedEx has applied a fuel s 	surcharge of 5.25% to this shioment.		NT.#2: A, A3, A4, A5, A6, AM, PM, and RM service areas.

Automation Tracking ID Service Type Package Type	INET 771134321536 FedEx 2Day FedEx Pak	Sender Sarah Sweeting GMS, LLC 475 W. Town PI., Ste. 114 Salut Augustine FI. 2002 1	SAINT A		
Zone	02	SAINT AUGUSTINE FL 32092	19		
Packages	1				
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge			17.52
Delivered	Jan 04, 2018 15:14	Discount			-4.38
Svc Area	A5	Residential Delivery			4.15
Signed by	see above	Fuel Surcharge			0.91
FedEx Use	00000000/5900/02	Total Charge		USD	\$18.20
			Third Party Subtotal	USD	\$18.20
			Total FedEx Express	USD	\$18.20

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Future Horizons, Inc. 403 North First Street P O Box 1115

Haslings, FL 32145-1115

Voice: 800-682-1187 Fax: 904-692-1193

Quoted To:			
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Tumbull Creek CDD c/o GMS, LLC 475 West Town Place, Suile 114 St. Augustine, FL 32145

QUOTATION

Quote Number: 1904 Quote Date: Jan 9, 2018 Page: 1



Customer ID	Good Thru	Payment Terms	Sales Rep
Tumbull01	2/8/18	Net 45 Days	Railing01

Quantity	liem	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Follow-up Tilapia cleanup	1,700.00	1,700.00
		If needed, Future Horizons, Inc. will provide		
		a follow up cleanup visit to pick up dead		
		Tilapia that may have floated after the initial cleanup visit.		
		1.32.538.468 205		
		205		
lers and a gaugetters second are better as the re-	an kalon olon a mara a konstructura a nazar	· · · · · · · · · · · · · · · · · · ·	Subtotal	4 755 1
la			Sales Tax	1,700.0
W.			TOTAL	1 700 0
Dear	A A A		IVIAL	1,700.0

Future Horizons, Inc. 403 North First Street

403 North First Street P O Box 1115 Hastings, FL 32146-1115

Voice: 800-682-1187 Fax: 904-692-1193

Bill To: Tumbull Creek CDD

c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32145

INVOICE

Invoice Number: 52723 Invoice Date: Jan 16, 2018 Page: 1

Ship to: Turnbull Creek CDD c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32145

Customer ID	Customer PO	Paymen	Terms
Tumbull01	Per Quote	Net 45	Days
Sales Rep ID	Shipping Method	Ship Date	Due Date
Railing01	Hand Deliver		3/2/18

Quantity	Item	Description	Unit Price	Amount
	Aquatic Weed Control	Tilapia cleanup	2,280.00	2,280.00
		Future Horizons, Inc. will provide all equipment, labor, and disposal to cleanup dead Tilapla in all ponds in Turnbull(Murabelia) one time due to below freezing temperatures.		
		1.32.538.468		
		1.32.538.44.8 205	CEIVE AN 18 2018	
		Subtotal		2,280.00
		Sales Tax		
		Freight		
		Total Invoice Amount		2,280.00
Check/Credit Me	mo No:	Payment/Credit Applied		
		TOTAL		2,280.00

Overdue invoices are subject to finance charges.

SoutheastFitness

REPAIR

Equipment Repair & Maintenance

14476 Duval Place West, Suite 208 • Jacksonville, FL 32218 Office: 904.683.1439 • Fax: 904.683.1624 southeastfitnessrepair@comcast.net www.southeastfitnessrepair.com

Invoice # 7206A

Facility Name:	Murabella Amenity Center
Facility Address:	c/o Turnbull Creek 101 West Positano Avenue St.
-	Augustine, Florida 32092
Billing Address:	c/o Turnbull Creek 101 West Positano Avenue St.
-	Augustine, Florida 32092
Contact &	
Phone:	
Reason for call:	QUARTERLY PM

Date: 07-Dec-2017 Payment is due within 30 days of invoice date.

Description	Part #	Part Cost	QTY	Total
PM - TREADMILL: TREADMILL		35.00	3.00	105.00
PM - ELLIPTICAL/CROSSTRAINER/ARC/AMT: ELLIPTICAL/CROSSTRAINER/ARC/AMT		30.00	2,00	60.00
PM - RECUMBENT/UPRIGHT BIKE: RECUMBENT/UPRIGHT BIKE		20.00	2.00	40.00
PM - SINGLE-STATION: SINGLE-STATION		10.00	9.00	90.00
DISCOUNT: DISCOUNT	DISCOUNT	-12.60	1.00	-12.60
FLAT RATE FEE		125.00	1.00	125.00
Comments:		i	Parts Total	407.40
			Тах	0.00
			Balance	407.40

Technician: ROBERT PETERKIN

Thank you for your business.

1.33.572.631 124
Turnbull Creek COMMUNITY DEVELOPMENT DISTRICT General Fund **Check Request** Date Amount Authorized By January 22, 2018 \$ 2,773.62 Dave deNagy Payable to: Turnbull Creek CDD- Hancock Capital Reserve Fund #206 Date Check Needed: Budget Category: ASAP 001-300-20700-10400 Intended Use of Funds Requested: Comcast Revenue Share- Cap Reserve Deposit (Attach supporting documentation for request.)



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0000100 COMCAST FINANCIAL AGENCY CORPORATION PAGE: 1 of 1 A Concast Cable Communications Group Company 1701 JFK Boulevard Philadelphia, PA 19103-2838 (comcast DATE: November 15, 2017 CHECK NUMBER: 520600821 AMOUNT PAID: \$2,773.62 13739 (KS ZA 17319 - OSEGLOOAZA HUHHHHHHHHH JA752000000000 XA9AAA C TURNBULL CREEK COMMUNITY DEVELOPEMENT DI TURNBULL CREEK COMMUNITY DEVELOPEMENT DI 475 WEST TOWN PLAEC SUITE # 114 SAINT AUGUSTINE FL 32092 VENDOR NUMBER: 456585 VENDOR: TURNBULL CREEK COMMUNITY DEVELOPEMENT DI INVOICE DATE ACCOUNT NUMBER DESCRIPTION DISCOUNT AMOUNT NET AMOUNT INVOICE NO. \$2,773.62 09/30/17 111232-Murabella \$0.00 439951 TOTALS \$0.00 \$2,773.62 2017 BY PLEASE DETACH BEFORE DEPOSITING CHECK 56-1544 COMCAST FINANCIAL AGENCY CORPORATION CHECK 441 (comcast A Comcast Cable Communications Group Company 520600821 NUMBER 1701 JFK Boulevard Philadelphia, PA 19103-2838 November 15, 2017 *** VOID AFTER 180 DAYS *** TURNBULL CREEK COMMUNITY DEVELOPEMENT DI PAY TURNBULL CREEK COMMUNITY DEVELOPEMENT DI TO THE 475 WEST TOWN PLAEC SUITE # 114 ORDER OF: CHECK AMOUNT SAINT AUGUSTINE, FL 32092 \$2,773.62 Secury Reliver EXACTLY ********2,773 DOLLARS AND 62 CENTS JPMorgan Chase Bank, N.A. Columbus, OH Authorized Signature #520600821# #044315443# 675528343

Turner Pest Pest Control Krain: 8400 Baymsadozs Way, Suite 12, Jacksonsite, Florids 32286 591-355-5501 - Fact: 991-351-1491 - Toll Flyes: 800-225-5303 Www.turnepest.com

www.tomeqpest.com

Service Slip / Invoice

INVOICE: DATE: ORDER:

5097363 01/13/18 5097363

5097363

Bill-To:	[129708]	Work	[129708] 904-589-4783
	Turnbull Creek CCD 475 W Town PI Ste 114 Saint Augustine, FL 32092-3649	Location:	Murabella Owners Assoc Inc 101 W Positano Saint Augustine, FL 32092-4787

Work Date 01/13/18	Time 10:31 AM		Target Pest	Teci	nician					Time In 10:31 AM
Purc	hase Order		Terms	Last Servi		Viap Code				Time Out
· · · · · · · · · · · · · · · · · · ·			NET 30	01/13/18						10:55 AM
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	~ •	··· ·· ·								
	Service				scription					Amount
CPCM		(Commercial Pest Cor	ntrol - Monthly Ser	vice	1.20 -				\$110.00
						1.23.5	12.4	66	SUBTOTAL	\$110.00
						1.33.5	39		TAX	\$0.00
									TOTAL	\$110.00
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CHARGE PER MO	NTH or annual percent	n the date of se centage rate of	ervice are subject to a 1 18%. Customer agrees	12% FINANCE 11 to pay accrued co	ereby acknow st of services	viedge the satisfa as specified abo	ctory comp /e.	vietion o V	of all services render	ed, an oree to pay the
expenses in the eve	ent of collection.							(AUMAN	WHOR
			PLEA	SE PAY FRO	M THIS IN	VOICE	_		Caitlyn CUSTOMER SIG	NATIRE
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expenses in the event of collection.

Main: 8400 Beymeadons Way, Suita 12, Jacksonvite, Florida 32266 591-355-500 • Fax: 994-353-1499 • Toll Free: 809-225-5305 www.bunerpest.com

Service Slip / Invoice

INVOICE: DATE: ORDER: 5099405 01/13/18 5099405

5099405

Bill-To:	[129708]	Work	[129708] 904-589-4783
	Turnbull Creek CCD 475 W Town PI Ste 114 Saint Augustine, FL 32092-3649	Location:	Murabella Owners Assoc Inc 101 W Positano Saint Augustine, FL 32092-4787

Work Date 01/13/18 Purcl	Time 10:30 AM hase Order	Target Pest Terms NET 30	Technician Last Service 01/13/18	a Map Code		Time In 10:30 AM Time Out 10:56 AM
	Service		Descripti	on	· · · ·	Amour
PCM		Commercial Pest Control	- Monthly Service			\$75.0
					SUBTOTAL TAX	\$75.0 \$0.0
					TOTAL	\$75.0
		JAN 18 2018) .	33·572·466 39	AMT. PAID BALANCE	\$0.0 \$75.0
·						

PLEASE PAY FROM THIS INVOICE

Customer is unavailable to sign CUSTOMER SIGNATURE

Vesta,

Bill To

Invoice

Invoice # Date

Terms **Due Date** Memo

338483 12/31/2017

Net 30 1/30/2018 Pass Thru Dec.



Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

St. Augustine FL 32092

semanuty -----1:(4)(4) Auguat mamplion Billable Expenses Towels, Fabuloso, Febreeze, Clorox Wipes, Glass Cleaner, White Table Cover RR 296,60 66.98 Gauge RR Toro valve and pool bond RR M. Insel - Constant Contact; Email Blast - Need Receipt OS L. Erasmus - Amazon; Basketball Nets RR L. Erasmus - Lowes; Paint, plywood, hardware RR L. Erasmus - CVS; Propane RR L. Erasmus - Wilage Key; Facility keys RR K. Sargent - Publix; Supplies for Wreath Making Class SE K. Sargent - Fresh Market; Food for Wreath Making Class SE K. Sargent - C&K Design; Wreath Making Class SE K. Sargent - Walgreens; Candy Canes for Winter Festival SE K. Sargent - Target; Candy Canes for Winter Festival SE Mileage Reimbursement 12/20 RR Total Billable Expenses Toro valve and pool bond RR ~ 70.00 70.00 <u>ě</u> 28.73 87.37 21.99117.98 23,96 19.97 23,66 630.00 14.38 15.99 31.50 1,519.11

> Total \$1,519.11

Turnbull Creek, C.D.D. c/o GMS, LLC 475 West Town Place, Suite 114 STAPLES Business Advantage

INVOICE DATE	CUSTOMER	SUMMARY/INVOICE
12/02/17	ATL 1821005	8047686010
PLEASE PAY BY	TERMS	AMOUNT DUE
1/01/18	Net 30 Days	296.60

INVOICE DETAIL

Staples Business Advantage

CHEVENNE SKAGGS 245 RIVERSIDE AVE

8TE 250

Bill to Accounts 1070818

VESTA PROPERTY SERVICES

JACKSONVILLE, FL 32202

Federal ID #:04-3390816

Ship to Account: HURABELLA

VESTA PROPERTY SERVICES

ATTN: HARK INSEL

101 W POSITANO AVE SAINT AUGUSTINE, FL 32092

P O Nuc P O Des Release Release	¢			Invoice Num Order Ordered By Order Date	: 71 : MA	6152999 8756795 RK INSE /28/17	8-000-001		
Order			Description	Order Qty	в/о qty	Unit Meas	ship Qty	Unit Price	Extended Price
1	491292		TOWEL CFOLD 2400/CT WE FACILITIES: BILLABLE	2	0	ĊТ	2	29.99	59.98
2	648595		FABULOSO ALL PURPOSE CLEANER FACILITIES: BILLABLE	3	0	EA	3	11.99	35.97
3	2519638		FEBREZE AIR TIDE ORIGINAL 2/PK FACILITIES: BILLABLE	3	0	рк	3	6.49	19.47
4	369657		CLOROX WIPES VALUE PK 3/35CT FACILITIES: BILLABLE	2	0	РК	2	7.54	15.08
5	DIA00162		DIAL COMPL ANTINICR FOAM 1 LT FACILITIES: BILLABLE	1	0	CT	1	109.13	109.13
6	143297		STAPLES #64-R8BR BNDS 1/4 L8 OFFICE PRODUCTS: BILLABLE			РК	1	2.39	2.39
7	813537		NTBK STENO GREGG GREEN 80SHEET OFFICE PRODUCTS: BILLABLE			EA	Z	3.49	6.98
8	2611662		FOAMING GLASS CLEANER CT FACILITIES: BILLABLE	1		CT	1	12.51	12.51
9	488632		RECT. TABLE COVER WHITE FACILITIES: BILLABLE	1	0	РК	1	16.99	16.99
Freigh	t:	.00	Tax: (6.5000 %) 18.10			Sub-T	otal: otal:		278,50 296,60

Customer Service inquiries # 877-626-7755 Invoice Payment Inquiries 888-753-4106 Hake checks payable to Staples Advantage, Dept ATL PO Box 405386, Atlanta GA 30384-5386

Page: 1

STAPLES' Business Advaniage

INVOICE DATE	CUSTOMER-	SUMMARY INVOICE
12/09/17	ATL 1821005	8047793551
PLEASE PAY BY	TERMS	AMOUNT DUE
1/08/18	Net 30 Days	66.98

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 1070818

Federal ID #:04-3390816

Ship to Account: MURABELLA

VESTA PROPERTY BERVICES CHEYEINE SKAGGS 245 RIVERSIDE AVE STE 250 JACKSONVILLE, PL 32202 VESTA PROPERTY SERVICES ATTN: MARK INSEL 101 H POSITANO AVE SAINT AUGUSTINE, FL 32092

P O Kumber : P O Desc : Release : Release Desc:			Invoice Nua Order Ordered By Order Date	ber: 33621239 : 71875679 : MARK INS : 11/28/17	58-000-002 El		
Order Line Item Number		Description	Order Qty	B/O Unit Qty Meas	ship Qty	Unit Price	Extended Price
10 150211		HALF SIZE STEAM TBLE GAUGE 35G FACILITIES: BILLABLE	1	0 CT	1	62.89	62,89
Freight:	.00	Tax:(6,5000 %) 4.09			Total:		62.89 66.98

Backorder of 7187567958

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4106 Hake checks payable to Staples Advantage, Dept ATL PO Box 405386, Atlanta GA 30384-5386

Page: 1

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

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Date	12/11/17
Data Think	10.59 MM

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Thank you for your recent payment. Your payment receipt is found below.

Payment Receipt for December 24, 2017

Vesta Attn.: ASG ASG Vesta Properties 245 Riverside Ave. Suite 250 Jacksonville, FL 32202 US	Payment Date:	December 24, 2017 December 24, 2017 American Express (last 4 digits: 2669)
904-940-1157	User Name:	murabella1

Thank you for your payment!

Description	Amount Paid	
Payment - Credit Card - 2669	\$70.00	

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the <u>My Account</u> link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the My Account page to opt out of receiving payment receipt emails in the future.

We appreciate your business. Best Regards, Constant Contact Billing 1601 Trapelo Road, Suite 329 - Waltham, MA 02451

amazon.com

Details for Order #112-7423072-9225806 Print this page for your records.

Order Placed: December 14, 2017 Amazon.com order number: 112-7423072-9225806 Order Total: \$28,73

Not Yet Shipped

Items Ordered 4 of: BSN Traditional Basketball Nylon Net Sold by: Hybrix (seller profile) Price \$4.97

Condition: New

Shipping Address: Lourens Erasmus 101 W POSITANO AVE SAINT AUGUSTINE, FL 32092-4787 United States

Shipping Speed: Standard Shipping

Payment information

Payment Method: American Express | Last digits: 2966

Billing address Lourens Erasmus 101 W POSITANO AVE SAINT AUGUSTINE, FL 32092-4787 United States Item(s) Subtotal: \$19.88 Shipping & Handling: \$7.09 Total before tax: \$26.97 Estimated tax to be collected: \$1.76

Grand Total: \$28.73

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

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LOVE'S HONE CERTEES. LLC 1955 US HIGHWAY I SOUTH 51. AUGUSTINE, FI 32086 (964) 417-4747

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2% of your Fall 2017 Spend Fall 2017 Spending	4.76

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amazon.com

Details for Order #112-5468448-6721020 Print this page for your records.

Order Placed: November 30, 2017 Amazon.com order number: 112-5468448-6721020 Order Total: \$117.98

Not Yet Shipped

Items Ordered

Price

2 of: Sunco Lighting 8 PACK - 13W 5/6inch Dimmable LED Retrofit Recessed \$58.99 Lighting Fixture (=75W) 4000K Cool White Energy Star, UL, LED Celling Light - 965 Lumens Recessed LED Downlight Sold by: Sunco Lighting (soller profile)

Condition: New

Shipping Address:

Lourens Erasmus 101 W POSITANO AVE SAINT AUGUSTINE, FL 32092-4787 United States

Shipping Speed: FREE Shipping

Billing address Lourens Erasmus

United States

101 W POSITANO AVE

Payment information

Payment Method: American Express | Last digits: 2966

SAINT AUGUSTINE, FL 32092-4787

Item(s) Subtotal: \$117.98 Shipping & Handling: \$17.82 Free Shipping: -\$17.82

Total before tax: \$117.98 Estimated tax to be collected: \$0.00

Grand Total: \$117.98

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

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UTLEAGE REV & ALAPH VKA Security 441 State Road 16 SJ. Augustine, FL 32084 Phone (904) 824-5003 Fax(904) 829-3772 FL. Lic. EF00D0621 441 STATE RD 18 ST AUGUSTINE, FL 32084 11/24/2017 10149120 11D1 000000002398689 11D1 01066036 1311348452 CREDIT CARD 112.010 ANEX SALE 儿子的特殊行 Be ((Å CARDI XXX 1NUQICE Batch VI APP Codel Entry Nodel Nodel XXXXXXXXXXXXX2966 ١ 0000 000207 630145 V07 R110 (15) 5,00 71-22 Crist, Swiped Ünline 41. deserver car Z., 123.96 SALE ANT ميري CUSTONER COPY L TAX nemanant) Leittez TOTAL 14 Ihank You 8276 As closes and referred goods MUST be accompanied by the bit .. .

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Publix Super Harkets, Inc.



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Joseph Laforta, Navajub (904) 880-7889

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Mail - KSargent@vestapropertyservices.com

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In Kathy Sargent <KSargent@vestapropertyservices.com>;

Now when you shop at sellers who use Square, your receipts will be delivered automatically. <u>Not your receipt?</u>



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Murabella Walgreens #09014 2839 COUNTY ROAD 210 W JACKSONVILLE, FL 32259 904-287-5476 3150 0021 12/01/2017 3:48 PM 201 13.50 0,68 SUBTOTAL SALES TAX A=6.5% 14,38 14,38 00 TOTAL AMEX ACCT 1042 CHANGE AID A000000025010801 AMERICAN EXPRESS Integrated chip card THANK YOU FOR SHOPPING AT WALGREENS GET MORE WITH BALANCE REWARDS, REDEEM POINTS FOR SOMETHING EXTRA IN A FUTURE PURCHASE. RESTRICTIONS APPLY. FOR TERMS AND CONDITIONS, VISIT WALGREENS CON/BALANCE. RFN# 0901-4213-1509-1712-0103 ***** (2) balanco ewards 10990 POINT BALANCE 7010 POINTS TO \$20 REWARD BALANCE REMARDS ACCT # *******6171 OPENING BALANCE EVERYDAY POINTS - RETAIL CLOSING BALANCE 10860 130 10990 ************ \$0 copay on flu shots with most incurance plans, No appointment needed. Learn more at the Pharmacy. How are we doing? Enter our monthly sweepstakes for \$3,000 cash

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Help nake your larget Run better. Take a 2 minute survey about today's trip:

Inform<u>tarnot.com</u> User ID: 7266 5802 6991 Password: 787 939

CUENTENOS EN ESPAÑOL

Please take this survey within 7 days.

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Name:	Lourens Erasmus	Month	Dec-17				
Date	Purpose	Location From	Destination	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
12/20	Taking pumps to be powder coated.	MuraBella	Compac Filtration	70	x		70
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						Total Mileage Reimbursement Rate	70 \$0.450
						Total Reimbursement	531,50
						Date Submitted to AP	1/5/2018

Vesta Mileage Report

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AP300R *** CHECK DATES	01/01/2018 - 01/31/2018 ***	ACCOUNTS PAYABLE PREP. TURNBULL CREEK-CAPITAL BANK B CAPITAL RESERVE		RUN 2/26/18 PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#		NAME STATUS	AMOUNTCHECK AMOUNT #
1/05/18 00024	12/19/17 99771 201712 600-53800 DEPOSIT EXPANSION JOINT	-61000 CROWN POOLS, INC	*	16,807.50 16,807.50 000062
			TOTAL FOR BANK B	16,807.50
			TOTAL FOR REGISTER	16,807.50

TURN TURNBULL CREEK BSANCHEZ

CROWN POOLS, INC. 3002 PHILLIPS HIGHWAY JACKSONVILLE, FL 32207-4306

Questions? Contact us: (904) 858-4300

TURNBULL CREEK MURABELLA AMENITY CENTER 101 EAST POSITANO AVE ST AUGUSTINE, FL 32092

.

System ID: 8437

Invoice Description:

INDERTONAL WOODLEDGO

Invoice

Invoice # : 99771 Invoice Date : 12/19/17

Amount Remitted :

lourens.crasmus@vestaforyou.com



DV:

AUXIMUU DOOL DOXIND DUDING DUNGU (UTON

ADDITIONAL WORK REQUEST FOR COMMUNITY POOL FOUND DU	JRING REN	IOVATION		
<u>Qty</u> <u>Unit Description</u>	Price	Sub Total	<u>Tax</u> <u>Total</u>	
1.00 EA CUSTOMIZE ZERO ENTRY DRAIN TO SET NEW ELEVATION FOR WATERLINE TILE, PER CH-64-E9 A COMMERCIAL POOL MUST MAINTAIN A LEVEL WATERLINE WITHIN A 1/4" TOLERERANCE AROUND ENTIRE PERIMETER. EXISTING ZERO ENTRY IS OVER AN INCH OUT OF LEVEL. CROWN POOLS PROPOSES TO RAISE OVERALL ELEVATION OF ZERO ENTRY BY ATTACHING PVC/FIBERGLASS TO EXISTING TROUGH IN ORDER TO GAIN OVERALL HEIGHT OF ZERO ENTRY GRATES. ALL PAVERS AND COPING IN	\$8,000.00	8,000.00	\$8,000.00	
SURROUNDING AREA MUST BE RAISED AND RELAYED IN ORDER TO MEET PROPER SLOPES AND MAINTAIN 2% SLOPE ON POOL DECK. NEW DRAIN TO ALLOW ZERO ENTRY DRAIN TO MAINTAIN POOL WATER AND SHED ALL EXCESS TO PERIMETER DECK DRAINS IN PLACE. PRICE INCLUDES ALL MATERIALS AND LABOR FOR REPAIR AND INCLUDES REPLACEMENT OF ALL PAVERS BEHIND ZERO ENTRY TO PERIMETER EDGE.		33.400. 24	538 61	
1.00 EA CRACK REPAIR 26 LF; PRICE TO INCLUDE ALL MATERIALS AND LABOR TO REPAIR EXISTING CRACK NEAR BRIDGE ON POOL WITH ENGINEERED EXPANSION JOINT. COMPLETE PLANS TO FOLLOW. APPROXIMATELY 4' WIDE SECTION OF POOL GUTTER, WALL, AND FLOOR WILL BE REMOVED. 2 ENGINEERED COLD JOINTS INTRODUCED WITH NEW EXPANSION JOINT WITH SMOOTH BAR DESIGN FOR THERMAL EXPANSION.	\$22,690.00	22,690.00	\$22,690.00	
1.00 EA ADDITIONAL COPING REMOVAL AND INSTALL, \$38.50/ LF, 50 ADDITIONAL LF FROM ORIGINAL SCOPE	\$1,925.00	1,925.00	\$1,925.00	
1.00 EA STRUCTRUAL ENGINEER SITE VISIT AND WRITTEN REPORT,	\$1,000.00	1,000.00	\$1,000.00	
Invoice Amount	Due :	\$33,615.00	\$33,615.00/2	-
		Реро	sit \$16,807.	50

Ticket #: 26166

TERMS OF PAYMENT AGREEMENT: Payments for services rendered are Due Upon Receipt of said Invoice. If payment is not received within 15 days of Invoice Date a {1.5%} LATE PAYMENT FEE will be computed and become part of your financial obligation. CROWN POOLS, INC. 3002 PHILLIPS HIGHWAY JACKSONVILLE, FL 32207-4306 Questions? Call: (904) 858-4300 System ID: 8437 Page 1 of 1