

***TURNBULL CREEK***  
*Community Development District*

*June 16, 2020*

## *AGENDA*

# Turnbull Creek Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: [www.turnbullcreekcdd.com](http://www.turnbullcreekcdd.com)

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June 9, 2020

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, June 16, 2020 at 10:00 A.M.** via Zoom video conferencing. Following is the advance agenda for the meeting:

## **Audit Committee Meeting**

- I. Roll Call
- II. Review and Ranking of Audit Proposals
- III. Other Business
- IV. Adjournment

## **Regular Board of Supervisors Meeting**

- I. Roll Call
- II. Audience Comments
- III. Staff Reports
  - A. Landscape Manager (*Presenter: Duval Landscape*)
    1. Duval Audits
  - B. Engineer (*Presenter: Mike Yuro*)
    1. Update of Mail Kiosk Station Drainage
    2. 2020 Consulting Engineer's Report
- IV. Discussion of Phase 2 Reopening Standards
- V. Update on Findings Related to Traffic Signal (*Presenter: Ernesto Torres*)

- VI. Consideration of Contract Deficiency/Evaluation Tools (Presenter: Ernesto Torres)
- VII. Consideration of Proposals for Fiscal Year 2020 Audit Services (*Presenter: Ernesto Torres*)
- VIII. Discussion of Fiscal Year 2021 Approved Budget (Budget Hearing – August 11, 2020) (*Presenter: Ernesto Torres*)
- IX. Consideration of License Agreement for Dance Classes with Gift of Dance (*Presenter: Erick Hutchinson*)
- X. Consideration of License Agreement with Launch Performing Arts Academy Regarding the Use of Certain District Facilities (*Presenter: Erick Hutchinson*)
- XI. Discussion of Fighting Turtles Swim Season (*Presenter: Erick Hutchinson*)
- XII. Staff Reports (Part 2)
  - A. Attorney (*Presenter: Jennifer Kilinski*)
  - B. Manager – (*Presenter: Ernesto Torres*)
    - 1. Discussion Regarding Envera
    - 2. Discussion of UF Presentation on Pond Bank Erosion
  - C. Operation Manager – (*Presenter: Jerry Lambert*)
    - 1. Report
    - 2. Discussion of Removing Trash Containers from Mail Kiosk
    - 3. Consideration of Proposals for Tennis Court Resurfacing
    - 4. Consideration of Proposals for Fence Replacement
    - 5. Summary of Costs
    - 6. Activities Sheet
  - D. Amenity Center Update (*Presenter: Erick Hutchinson*)
    - 1. Report
    - 2. Discussion of Share Revenue Report
- XIII. Approval of Consent Agenda (*Presenter: Ernesto Torres*)
  - A. Approval of Minutes of the May 12, 2020 Meeting
  - B. Balance Sheet as of April 30, 2020 and Statement of Revenues & Expenditures for the Period Ending April 30, 2020; Month-to-Month Income Statement; Assessment Receipt Schedule
  - C. Approval of Check Register



XIV. Acceptance of the Minutes of the May 12, 2020 Audit Committee Meeting

XV. Supervisor's Requests and Audience Comments

XVI. Adjournment (*Next Scheduled Meeting – August 11, 2020 @ 6:30 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,

*Ernesto Torres*

Ernesto Torres, District Manager

## *SECOND ORDER OF BUSINESS*

**Turnbull Creek Community Development District**  
Auditor Selection Evaluation Criteria

	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish the Required Services	Price	
	(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).	Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to services.	Point Total
<b>Proposer</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>100</b>
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

**TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL FOR AUDIT SERVICES**

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**PROPOSED BY:**

Berger, Toombs, Elam, Gaines & Frank  
CERTIFIED PUBLIC ACCOUNTANTS, PL

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600 Citrus Avenue, Suite 200  
Fort Pierce, Florida 34950

(772) 461-6120

**CONTACT PERSON:**

J. W. Gaines, CPA, Director

**DATE OF PROPOSAL:**

June 8, 2020

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

June 8, 2020

Turnbull Creek Community Development District  
Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Turnbull Creek Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Turnbull Creek Community Development District. We will provide you with top quality, responsive service.

## Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -  
Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA

Turnbull Creek Community Development District  
June 8, 2020

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Turnbull Creek Community Development District.

Very truly yours,



Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

## PROFILE OF THE PROPOSER

### Description and History of Audit Firm

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.



## Professional Staff Resources

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	7
Computer Specialist	1
Paraprofessional	6
Administrative	<u>4</u>
Total – all personnel	28

Following is a brief description of each employee classification:

**Staff Accountant** – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

**Senior Accountant** – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

**Managers** – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

**Principal** – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

**Partner/Director** – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

## **Professional Staff Resources (Continued)**

**Independence** – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Turnbull Creek Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

## **Ability to Furnish the Required Services**

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

## **ADDITIONAL SERVICES PROVIDED**

### **Arbitrage Rebate Services**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

## **GOVERNMENTAL AUDITING EXPERIENCE**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

## **Continuing Professional Education**

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

## GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

### Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

### **Certificate of Achievement for Excellence in Financial Reporting (CAFR)**

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

### References

Terracina Community Development  
District  
Jeff Walker, Special District Services  
(561) 630-4922

Gateway Community Development  
District  
Stephen Bloom, Severn Trent Management  
(954) 753-5841

The Reserve Community Development District  
  
Darrin Mossing, Governmental Management  
Services LLC  
(407) 841-5524

Port of the Islands Community Development  
District  
Cal Teague, Premier District Management  
  
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

### Community Development Districts

Aberdeen Community Development  
District

Beacon Lakes Community  
Development District

Alta Lakes Community Development  
District

Beaumont Community Development  
District

Amelia Concourse Community  
Development District

Bella Collina Community Development  
District

Amelia Walk Community  
Development District

Bonnet Creek Community  
Development District

Aqua One Community Development  
District

Buckeye Park Community  
Development District

Arborwood Community Development  
District

Candler Hills East Community  
Development District

Arlington Ridge Community  
Development District

Cedar Hammock Community  
Development District

Bartram Springs Community  
Development District

Central Lake Community  
Development District

Baytree Community Development  
District

Channing Park Community  
Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District



## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

### Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

### Current or Recent Single Audits.

St. Lucie County, Florida  
Early Learning Coalition, Inc.  
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

### Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River  
Martin  
Okeechobee  
Palm Beach

### Municipalities

City of Port St. Lucie  
City of Vero Beach  
Town of Orchid

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Special Districts

Bannon Lakes Community Development District  
Boggy Creek Community Development District  
Capron Trail Community Development District  
Celebration Pointe Community Development District  
Coquina Water Control District  
Diamond Hill Community Development District  
Dovera Community Development District  
Durbin Crossing Community Development District  
Golden Lakes Community Development District  
Lakewood Ranch Community Development District  
Martin Soil and Water Conservation District  
Meadow Pointe III Community Development District  
Myrtle Creek Community Development District  
St. Lucie County – Fort Pierce Fire District  
The Crossings at Fleming Island  
St. Lucie West Services District  
Indian River County Mosquito Control District  
St. John's Water Control District  
Westchase and Westchase East Community Development Districts  
Pier Park Community Development District  
Verandahs Community Development District  
Magnolia Park Community Development District

### Schools and Colleges

Federal Student Aid Programs – Indian River Community College  
Indian River Community College  
Okeechobee County District School Board  
St. Lucie County District School Board

### State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)  
Florida School for Boys at Okeechobee  
Indian River Community College Crime Laboratory  
Indian River Correctional Institution

## **FEE SCHEDULE**

We propose the fee for our audit services described below to be \$3,745 for the years ended September 30, 2020, 2021, and 2022, and \$3,965 for the years ended September 30, 2023 and 2024. The fee is contingent upon the financial records and accounting systems of Turnbull Creek Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

## **SCOPE OF WORK TO BE PERFORMED**

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Turnbull Creek Community Development District as of September 30, 2020, 2021, 2022, 2023, and 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **J. W. Gaines, CPA, CITP**

Director – 40 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

#### **Professional Experience**

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 30 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**J. W. Gaines, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  - Governmental Accounting Report and Audit Update
  - Analytical Procedures, FICPA
  - Annual Update for Accountants and Auditors
  - Single Audit Sampling and Other Considerations



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP**

Accounting and Audit Principal – 11 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

#### **Education**

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – present)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – present)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)

#### **Professional Experience**

- ◆ Twenty-four years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19<sup>th</sup> Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP (Continued)**

Accounting and Audit Principal

#### **Continuing Professional Education**

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:
  - Not-for-Profit Auditing Financial Results and Compliance Requirements
  - Update: Government Accounting Reporting and Auditing
  - Annual Update for Accountants and Auditors

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA**

Accounting and Audit Manager – 28 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

#### **Professional Experience**

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

##### **Counties:**

St. Lucie County

##### **Municipalities:**

City of Fort Pierce

City of Stuart

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA (Continued)**

Accounting and Audit Manager

#### **Professional Experience (Continued)**

##### **Special Districts:**

Bluewaters Community Development District  
Country Club of Mount Dora Community Development District  
Fiddler's Creek Community Development District #1 and #2  
Indigo Community Development District  
North Springs Improvement District  
Renaissance Commons Community Development District  
St. Lucie West Services District  
Stoneybrook Community Development District  
Summerville Community Development District  
Terracina Community Development District  
Thousand Oaks Community Development District  
Tree Island Estates Community Development District  
Valencia Acres Community Development District

##### **Non-Profits:**

The Dunbar Center, Inc.  
Hibiscus Children's Foundation, Inc.  
Hope Rural School, Inc.  
Maritime and Yachting Museum of Florida, Inc.  
Tykes and Teens, Inc.  
United Way of Martin County, Inc.  
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

#### **Continuing Professional Education**

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Matthew Gonano, CPA**

Senior Staff Accountant – 8 years

#### **Education**

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

#### **Professional Affiliations/Community Service**

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

#### **Professional Experience**

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

#### **Continuing Professional Education**

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Paul Daly**

Staff Accountant – 7 years

**Education**

- ♦ Florida Atlantic University, B.S. – Accounting

**Professional Experience**

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ♦ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Melissa Marlin**

Senior Staff Accountant – 5 years

#### **Education**

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mrs. Marlin is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Bryan Snyder**

Staff Accountant – 4 years

#### **Education**

- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

#### **Continuing Professional Education**

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.



## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Maritza Stonebraker**

Staff Accountant – 3 years

#### **Education**

- ♦ Indian River State College, B.S.A. – Accounting

#### **Professional Experience**

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

#### **Continuing Professional Education**

- ♦ Mrs. Stonebraker participates in numerous continuing education courses and plans on acquiring her CPA.
- ♦ Mrs. Stonebraker is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jonathan Herman, CPA**

Senior Staff Accountant – 5 years

#### **Education**

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

#### **Professional Experience**

- ◆ Accounting graduate with five years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Sean Stanton, CPA**

Staff Accountant – 3 years

#### **Education**

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

#### **Continuing Professional Education**

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Taylor Nuccio**

Staff Accountant – 1 year

#### **Education**

- ♦ Indian River State College, B.S.A. – Accounting

#### **Professional Experience**

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ♦ Ms. Nuccio participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ♦ Ms. Nuccio is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Kirk Vasser**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Vasser participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Vasser is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Madison Ballash**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S.A. – Accounting (May 2020)

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Ballash participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Ballash is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



Judson B. Baggett    6815 Dairy Road  
MBA, CPA, CVA, Partner    Zephyrhills, FL 33542  
Marci Reutimann    (813) 788-2155  
CPA, Partner    (813) 782-8606

### Report on the Firm's System of Quality Control

To the Partners  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

October 30, 2019

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA, 10/30/19 email: jrb@baggettcpa.com

Member American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA)  
National Association of Certified Valuation Analysts (NACVA)

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2020**  
St. Johns County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** An electronic copy of the proposal must be received no later than Monday, June 8, 2020, 5:00 p.m. at the e-mail address of the District Recording Secretary Sarah Sweeting, [ssweeting@gmsnf.com](mailto:ssweeting@gmsnf.com).

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** 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 5. SUBMISSION OF PROPOSAL.** Submit an electronic copy of the Proposal Documents, and other requested attachments at the time and e-mail address indicated herein, which shall include the subject line, "Auditing Services - Turnbull Creek Community Development District".

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the email address where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.



**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three 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.
- D. The lump sum cost of the provision of the services under the proposal.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. 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.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**TURNBULL CREEK**  
COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: June 08, 2020  
5:00PM

**Submitted to:**

Turnbull Creek  
Community Development District  
C/o Sarah Sweeting, District Secretary  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

June 08, 2020

Turnbull Creek Community Development District  
C/o Sarah Sweeting, District Recording Secretary  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2020, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Turnbull Creek Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. First, we ensure that the transition to a new firm is as smooth and seamless as possible. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Racquel McIntosh, CPA ([rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# **Firm Qualifications**



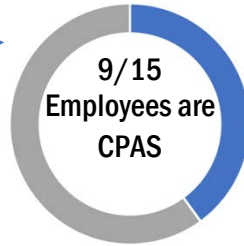
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



2 Partners  
13 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

**297** Community Development Districts Served

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate





**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

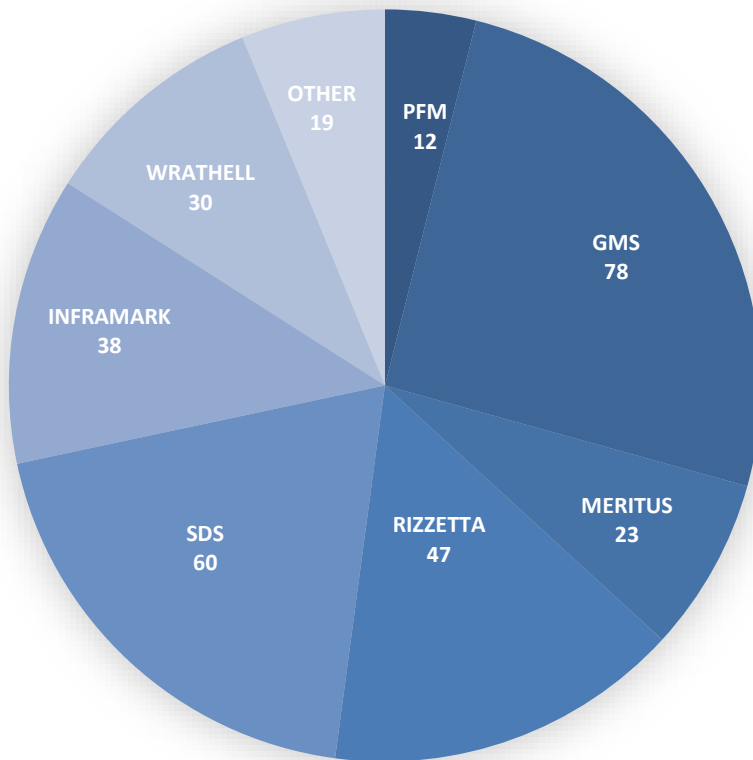
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | [www.ficpa.org](http://www.ficpa.org)

# **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 30+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*66 hours; Accounting,*

*Auditing and Other:*

*25 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **Racquel McIntosh, CPA (Partner)**

*Years Performing Audits: 14+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*59 hours; Accounting,*

*Auditing and Other:*

*45 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

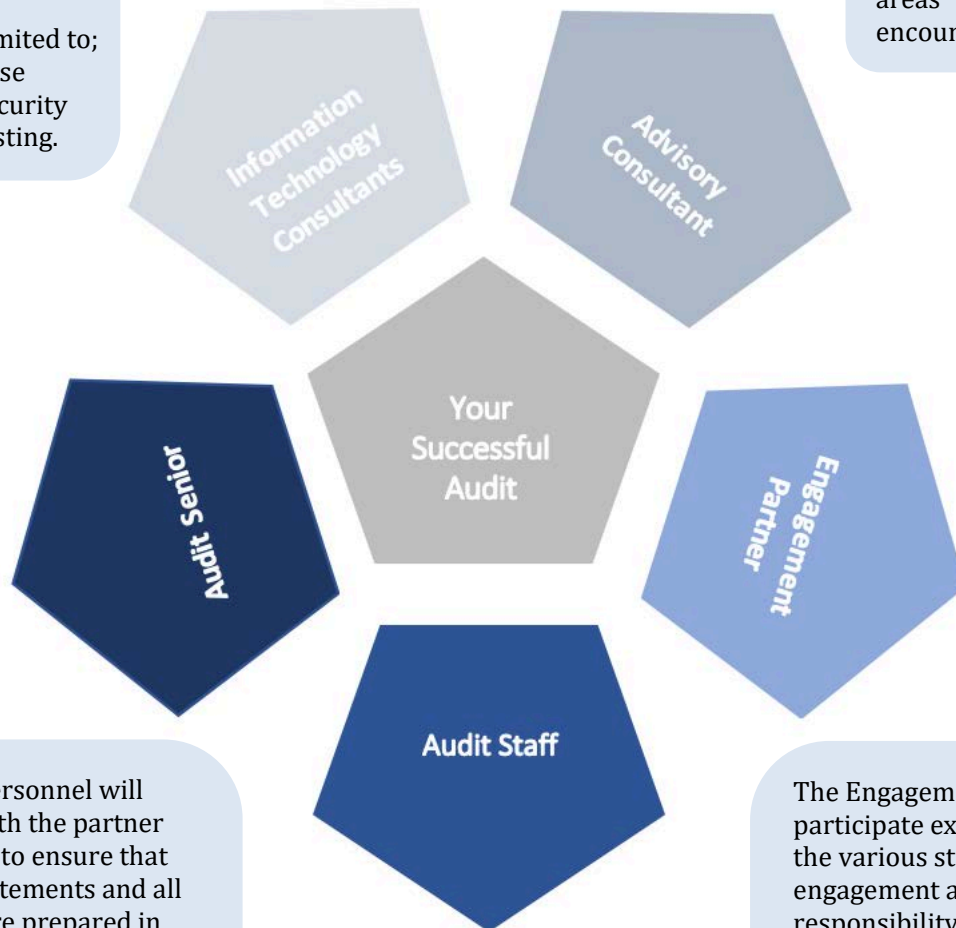
-Racquel McIntosh

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



**Antonio 'Tony' J. Grau, CPA**  
**Partner**

**Contact:** [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

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**Experience**

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

**Education**

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

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**Clients Served** (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I,II,IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

***Professional Associations/Memberships***

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

***Professional Education*** (over the last two years)

<b><u>Course</u></b>	<b><u>Hours</u></b>
Government Accounting and Auditing	66
Accounting, Auditing and Other	<u>25</u>
Total Hours	<u>91</u> (includes of 4 hours of Ethics CPE)





# Racquel C. McIntosh, CPA

## Partner

Contact : [rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com) | (561) 939-6669

### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

### Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

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### Clients Served (partial list)

(>300) Various Special Districts, including:

Carlton Lakes Community Development District  
Golden Lakes Community Development District  
Rivercrest Community Development District  
South Fork III Community Development District  
TPOST Community Development District

Westchase Community Development District  
Monterra Community Development District  
Palm Coast Park Community Development District  
Long Leaf Community Development District  
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities  
Indian Trail Improvement District  
Pinellas Park Water Management District  
Ranger Drainage District  
South Trail Fire Protection and Rescue Service District

### Professional Associations/ Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee  
FGFOA Palm Beach Chapter

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	59
Accounting, Auditing and Other	45
Total Hours	104 (includes of 4 hours of Ethics CPE)

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.

# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2020-2024 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2020	\$3,600
2021	\$3,700
2022	\$3,800
2023	\$3,900
2024	<u>\$4,000</u>
<b>TOTAL (2020-2024)</b>	<b><u>\$19,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
Florida Green Finance Authority	✓			✓	9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓			✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓			✓	9/30
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓	✓	✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
West Villages Independent District	✓		✓	✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>4</b>	<b>5</b>	<b>332</b>	



## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Turnbull Creek Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

### *THIRD ORDER OF BUSINESS*

*A.*

*1.*

# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)	Page 1 of 2	Weekly	Bi-Weekly	Monthly	Quarterly	Bi-Yearly	Yearly	As Needed	Audited By (Initials)	Week Starting: 5-18-20
<b>Note: Contractual Cycles in Green</b>										<b>Deficiencies</b>
<b>1.0 Maintenance</b>										
Growing Season (April 1st - October 31st)										
<b>1.1 Mowing (by Friday of each week) 5 days / week</b>										
All turf areas, including 21 pond banks	✓								JL	Comments
Non-Growing Season (November 1st - March 31st)										
<b>1.1 Mowing (by Friday of each week) 3 days / week</b>										
All turf areas, including 21 pond banks	✓								JL	N/A.
<b>1.2 String Trimming</b>										
Trimming around all obstacles at every mowing cycle	✓								JL	Comments
<b>1.3 Edging</b>										
All hardscape and paved trails at each mowing cycle	✓								JL	Comments
<b>1.4 Blowing</b>										
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓								JL	Comments
<b>1.5 Weeding</b>										
Plant beds, all natural areas and berms	✓								JL	Comments
<b>1.6 Pruning</b>										
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and	✓								JL	Comments
maintain appropriate distances between pedestrian and vehicle areas.	✓								JL	Comments
Trees (crape Myrtles) shall be pruned when dormant										Comments
Palms trimming shall be done one time per year (June-July)										Comments
<b>1.7 Berms</b>										
Berms to be cleaned, weeded and manicured, once a year at the same time pine straw is put down										Comments
Shrubs, trees pruned, weeds, sticks and old foliage removed year around	✓								JL	THIS IS ONGOING PROCESS TO ELIMINATE debris from berms.
<b>2.0 Pesticide Application</b>										
<b>2.1 Turf Pest Control</b>										
Turf inspected weekly and spot treated	✓								JL	Comments
Owner application can be requested once a year (March)										Comments
Documentation shall be given to owner for proof & chemical										Comments
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, roadways										Comments
amenity center and common bermuda grass areas										Comments
fire ant spot treatments as needed to control mound outbreaks with "other" products (not Top Choice)										Comments



## Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

[illegible]



# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)	Page 1 of 2	Weekly	Bi-Weekly	Monthly	Quarterly	Bi-Yearly	Yearly	As Needed	Audited By (Initials)	Week Starting: 5-25-20
<b>Note: Contractual Cycles in Green</b>										<b>Deficiencies</b>
<b>1.0 Maintenance</b>										
Growing Season (April 1st - October 31st)										
<b>1.1 Mowing (by Friday of each week) 5 days / week</b>										
All turf areas, including 21 pond banks	✓									Comments Could NOT MOW POUNDS DUE TO RAIN
Non-Growing Season (November 1st - March 31st)										
<b>1.1 Mowing (by Friday of each week) 3 days / week</b>										
All turf areas, including 21 pond banks	✓									Comments N/A.
<b>1.2 String Trimming</b>										
Trimming around all obstacles at every mowing cycle	✓								202	Comments
<b>1.3 Edging</b>										
All hardscape and paved trails at each mowing cycle	✓								205	Comments
<b>1.4 Blowing</b>										
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓								207	Comments
<b>1.5 Weeding</b>										
Ant beds, all natural areas and berms	✓								208	Comments
<b>1.6 Pruning</b>										
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and	✓									Comments
maintain appropriate distances between pedestrian and vehicle areas.	✓									
Trees (crape Myrtles) shall be pruned when dormant										
Palms trimming shall be done one time per year (June-July)										
<b>1.7 Berms</b>										
Berms to be cleaned, weeded and manicured, once a year at the same time pine straw is put down										Comments - To be done in Mid June
Shrubs, trees pruned, weeds, sticks and old foliage removed year around	✓								209	
<b>2.0 Pesticide Application</b>										
<b>2.1 Turf Pest Control</b>										
Turf inspected weekly and spot treated	✓								210	Comments ANT beds were treated in both fields this week.
Owner application can be requested once a year (March)										
Documentation shall be given to owner for proof & chemical										
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, roadways										
Sanity center and common bermuda grass areas										
Fire ant spot treatments as needed to control mound outbreaks with "other" products (not Top Choice)								✓	211	



# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)	Page 2 of 2	Weekly	Bi-Weekly	Monthly	Quarterly	Bi-Yearly	Yearly	As Needed	Audited By (Initials)	Week Starting:
<b>2 Shrub &amp; Tree Pest Control</b>										Comments
Shrubs & Trees inspected bi-weekly										- DONE LAST WEEK
<b>3.0 Fertilization</b>										
<b>3.1 Turf Areas</b>										Comments
All lawn areas ( entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers										- DONE MAY 1 <sup>ST</sup>
Completed in March, May, September & November										
<b>3.2 Shrubs &amp; Trees</b>										Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source (March & September)										> DONE MAY 1 <sup>ST</sup>
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)										
Seasonal annuals fertilized on 30 day cycles										
<b>4.0 Irrigation (All Inclusive Package) Guidelines</b>										Comments
Bi-Weekly Inspections (26 per year)										ON going NO ISSUES  ON going HAD TO Adjust HEADS ON SIDEWALK area.
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report										
<b>Note: This contract shall include the following at N/C</b>										
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,			✓							
Location or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,			✓							
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering										
These are to be completed within 24 hours of notification.										
<b>Note: Things that fall outside the contract</b>										Comments
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.										
<b>5.0 Mulching</b>										Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth										To be started week of June 8 <sup>TH</sup>
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth										
<b>6.0 Seasonal Color</b>										Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)										All changed out on MAY 29 <sup>TH</sup>
Areas of seasonal color are:										
SR16 / San Giacomo entrance (420 plants per installation)					✓					
Pacetti Rd / Terrancina Dr ( 85 plants per installation)					✓					
Main entrance at Pacetti Rd ( 215 plants per installation)					✓					
Amenity center beds and roundabout ( 612 plants per installation)					✓					
Christmas color display of poinsettia's at amenity center entrance at the holidays										



*B.*

2.



- Engineering / Permitting
- Development Services
- Property Management
- Construction Management
- ADA Consulting

June 8, 2020

Mr. Ernesto Torres – *District Manager*  
Turnbull Creek Community Development District  
Town Center 1 at World Golf Village  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

**Reference:**    **2020 Consulting Engineering Report**  
                         **Section 9.21 of Master Trust Indenture**  
                         **Turnbull Creek Community Development District**  
                         Special Assessment Bond Series 2005  
                         Special Assessment Bond Series 2006  
                         Special Assessment Bond Series 2015A  
                         Special Assessment Bond Series 2015B  
                         Special Assessment Bond Series 2016

Mr. Torres,

In accordance with Section 9.21 of the Master Trust Indenture, we have completed the annual review of the portion of the project within the Turnbull Creek Community Development District constructed to date. This report is based on limited field review and is not intended to be exhaustive or comprehensive. We hereby offer the following consulting engineers report.

#### Amenity Center

We have inspected the recreational facilities which include the Amenity Center, pool area, ball fields, basketball court and the two multipurpose fields with paved walking paths and have found them to be in generally good condition, routinely maintained and in good working order. While portions of these facilities are currently closed due to the Corona Virus Pandemic, they appear to be in good working condition, appear to be regularly maintained by the District and we did not observe any civil engineering related items that would require repair work at this time.

#### Playground Areas

There are three playground areas located throughout the property, one at the Amenity Center, one off of Toscana Lane and one off of E. Franchetta Lane. The playgrounds are currently closed due to the Corona Virus Pandemic, however, all playgrounds appear to be in good working order and we did not observe any civil engineering related items that would require repair work at this time.

#### Entry Features

We have inspected the entry features and found most of them to be in good condition, well maintained and in good working order. It appears that these features receive regular maintenance by District. The main entrance at E. Positano Ave. and Pacetti Road recently had a new traffic signal installed. The traffic signal is not yet operational and it appears it has been installed on CDD property. Additionally, the nearby drainage has been impacted as a result of a concrete spill during the construction of the signal improvements. CDD staff is coordinating with St. Johns County to remedy these issues, all of which we expect to be corrected at no cost to the CDD.



- Engineering / Permitting
- Development Services
- Property Management
- Construction Management
- ADA Consulting

## 2020 Engineers Report

Page 2 of 2

### Berms and Landscaping

We inspected the berms and landscaping within the common areas and have found them in generally good condition and well maintained. We did not observe any civil engineering related items that would require repair work at this time.

### Mail Kiosks

There are several mail kiosks located throughout the property, all of which appear to be in good working condition, well maintained and open for use. At two of these facilities (near the Amenity Center and San Giacomo Road), there have been complaints about nearby drainage that sometimes causes flooding on or near the mail kiosks. The CDD has approved drainage improvements to be completed for the mail kiosk near the Amenity Center and St. Johns County has committed to re-grading the areas adjacent to the sidewalks leading to the mail kiosk at San Giacomo Road to improve the drainage situation at that location.

### Stormwater Facilities

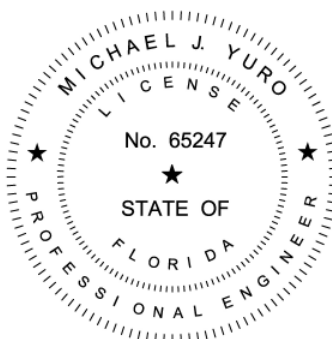
The stormwater facilities (ponds and outfall structures located adjacent to ponds) were inspected and were found to be generally in good condition and all appear to be functioning as designed with regard to stormwater treatment and attenuation. Over the past few years, the CDD has completed numerous pond bank repairs to address erosion, and that continues to be an on-going issue with several of the ponds. There are currently several ponds experiencing erosion of the pond bank and the CDD Board and staff continue to evaluate options to address these issues in a cost effective manner. We anticipate that pond bank erosion will continue to be an issue moving forward and it is anticipated that these will be addressed in the order of priority as funding becomes available.

Finally, in accordance with Section 9.14 of the Master Trust Indenture, we are not qualified to provide specific insurance recommendations and recommend that the insurance coverage amounts be reviewed but the District Manager and Insurance Provider annually to confirm that the current replacement costs are appropriate.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Michael J. Yuro, P.E.  
President  
P.E. License No. 65247



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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## *SIXTH ORDER OF BUSINESS*

## TURNBULL CREEK PERFORMANCE EVALUATION

<b>EVALUATION of:</b>				
<b>EVALUATION CRITERIA</b>				
Needs Improvement (1 Point) = Does not meet contractual, technical or professional requirements. Successful Performance (2 Points) = Meets contractual requirements. Exceptional Performance (3 Points) = Exceeds contract requirements to the District's benefit.		<b>Needs Improvement (1 Point)</b>	<b>Successful Performance( 2 Points)</b>	<b>Exceptional Performance (3 Points)</b>
1. Budget Considerations/Cost Control				
2. Quality (of work performed)				
3. Invoicing/Payment Timelines				
4. Adequacy, Quality and Availability of Workforce				
5. Project and Contract Management Success				
6. Communications, Cooperation and Amenity Relations				
Total Score (18 Points Maximum):				
Comments/Facts concerning specific events or actions to justify the evaluation:				
	Signature / Print / Date			
Board Member:				
Signature:				
Date:				

## *SEVENTH ORDER OF BUSINESS*

**Turnbull Creek Community Development District**  
**Auditor Selection Evaluation Criteria**

	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish the Required Services	Price	
	(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(e.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character; integrity; reputation of respondent, etc.)	Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	Extent to which the proposal demonstrates the adequacy of proposer's financial resources and stability as a business entity necessary to complete the services required (e.g., the existence of any natural disaster plan for business operations).	Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to services.	Point Total
<b>Proposer</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>100</b>
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						



*EIGHTH ORDER OF BUSINESS*

# *Turnbull Creek*

## *Community Development District*



*Approved Budget*  
*Fiscal Year 2021*  
*June 16, 2020*



*Turnbull Creek*  
*Community Development District*

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**Turnbull Creek Community Development District**  
**General Fund - Budget**

<b>Description</b>	<b>Adopted Budget FY 2020</b>	<b>Actual 4/30/20</b>	<b>Next 5 Months</b>	<b>Projected 9/30/20</b>	<b>Approved Budget FY 2021</b>
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**Revenues**

Maintenance Assessments	\$1,126,178	\$1,119,634	\$6,515	\$1,126,149	\$1,126,178
Interest/Miscellaneous	\$2,000	\$3,954	\$525	\$4,479	\$2,000
Amenities Revenue	\$2,000	\$4,067	\$725	\$4,792	\$3,000
Carry Forward Surplus	\$48,726	\$0	\$14,857	\$14,857	\$61,824

<b>Total Revenues</b>	<b>\$1,178,904</b>	<b>\$1,127,655</b>	<b>\$22,622</b>	<b>\$1,150,277</b>	<b>\$1,193,002</b>
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**Expenditures**

**Administrative**

Supervisor Fees	\$5,600	\$3,000	\$3,200	\$6,200	\$5,600
FICA Expense	\$428	\$230	\$245	\$474	\$428
Engineering (Yuro)	\$13,000	\$7,625	\$5,000	\$12,625	\$13,000
Arbitrage (Graw)	\$2,400	\$0	\$2,400	\$2,400	\$2,400
Dissemination (GMS & Disclosure Services)	\$2,200	\$2,017	\$833	\$2,850	\$2,850
Trustee (US Bank)	\$14,620	\$13,890	\$0	\$13,890	\$14,620
Attorney (HGS)	\$40,000	\$29,046	\$18,576	\$47,622	\$47,000
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Annual Audit (BTEGF)	\$3,525	\$0	\$3,525	\$3,525	\$3,525
Management Fees (GMS)	\$45,000	\$26,250	\$18,750	\$45,000	\$45,000
Information Technology (GMS)	\$1,600	\$933	\$667	\$1,600	\$1,600
Telephone	\$450	\$228	\$157	\$385	\$450
Postage	\$1,100	\$337	\$285	\$622	\$800
Printing & Binding	\$1,800	\$536	\$500	\$1,036	\$1,800
Insurance (FIA)	\$8,816	\$8,214	\$0	\$8,214	\$9,035
Legal Advertising	\$1,400	\$453	\$430	\$883	\$1,400
Other Current Charges	\$1,300	\$311	\$250	\$561	\$1,000
Office Supplies	\$170	\$16	\$50	\$66	\$170
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Compliance	\$1,200	\$700	\$500	\$1,200	\$1,200

<b>Total Administrative Expenses</b>	<b>\$149,784</b>	<b>\$98,961</b>	<b>\$55,367</b>	<b>\$154,329</b>	<b>\$157,053</b>
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**Amenity Center**

Insurance (FIA)	\$15,664	\$13,779	\$0	\$13,779	\$16,134
Pest Control (Turner Pest Control)	\$3,123	\$1,295	\$1,378	\$2,673	\$3,123
Repairs & Replacements	\$36,000	\$29,898	\$5,000	\$34,898	\$36,000
Recreational Passes	\$800	\$390	\$210	\$600	\$800
Office Supplies	\$1,100	\$360	\$300	\$660	\$1,100
Other Current Charges	\$300	\$270	\$225	\$495	\$540
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,606	\$350	\$1,956	\$2,000

**Utilities**

Water & Sewer (STCUD)	\$10,900	\$6,532	\$3,468	\$10,000	\$10,900
Electric (FPL)	\$36,000	\$19,247	\$13,867	\$33,114	\$36,000
Telephone/Cable/Internet (Comcast)	\$3,800	\$2,112	\$1,525	\$3,637	\$3,800

**Turnbull Creek Community Development District**  
**General Fund - Budget**

<b>Description</b>	<b>Adopted Budget FY 2020</b>	<b>Actual 4/30/20</b>	<b>Next 5 Months</b>	<b>Projected 9/30/20</b>	<b>Approved Budget FY 2021</b>
<i>Management Contracts</i>					
<i>Lifeguards/Pool Monitors (RMS)</i>	\$31,245	\$0	\$28,000	\$28,000	\$31,245
<i>Facility Monitor (RMS)</i>	\$24,200	\$9,380	\$6,700	\$16,080	\$24,200
<i>Facility Management (RMS)</i>	\$61,000	\$35,583	\$25,417	\$61,000	\$61,000
<i>Facility Attendants (RMS)</i>	\$16,200	\$6,563	\$9,637	\$16,200	\$16,200
<i>Field Operations (RMS)</i>	\$51,259	\$29,901	\$21,358	\$51,259	\$51,259
<i>Facility Maintenance</i>	\$49,000	\$28,583	\$20,417	\$49,000	\$49,000
<i>Pool Maintenance (RMS)</i>	\$14,317	\$8,108	\$5,792	\$13,900	\$14,317
<i>Pool Chemicals (Poolsure)</i>	\$13,144	\$6,481	\$6,996	\$13,477	\$13,524
<i>Janitorial Services (RMS)</i>	\$9,064	\$5,133	\$3,667	\$8,800	\$9,064
<i>Common Area Waste Collection (RMS)</i>	\$18,300	\$10,675	\$7,625	\$18,300	\$18,300
<i>Program Director (RMS)</i>	\$2,575	\$1,502	\$1,073	\$2,575	\$2,575
<i>Refuse Service (Advance Disposal)</i>	\$9,840	\$5,036	\$4,242	\$9,278	\$9,840
<i>Security (Envera)</i>	\$6,409	\$3,451	\$2,465	\$5,916	\$6,409
<i>Special Events</i>	\$9,000	\$6,041	\$2,959	\$9,000	\$9,000
<b>Total Amenity Center Expenses</b>	<b>\$425,240</b>	<b>\$231,926</b>	<b>\$172,669</b>	<b>\$404,595</b>	<b>\$426,330</b>
<i>Grounds Maintenance</i>					
<i>Streetlighting (FPL)</i>	\$36,000	\$20,951	\$15,968	\$36,919	\$38,000
<i>Lake Maintenance (Future Horizons)</i>	\$11,580	\$8,225	\$5,875	\$14,100	\$14,100
<i>Landscape Maintenance (Duval Landscape)</i>	\$305,000	\$177,372	\$126,694	\$304,067	\$308,700
<i>Landscape Contingency</i>	\$30,000	\$9,967	\$5,000	\$14,967	\$30,000
<i>Irrigation Repairs</i>	\$6,000	\$5,645	\$355	\$6,000	\$6,000
<b>Total Grounds Maintenance Expenses</b>	<b>\$388,580</b>	<b>\$222,161</b>	<b>\$153,892</b>	<b>\$376,053</b>	<b>\$396,800</b>
<i>Reserves</i>					
<i>Capital Reserves</i>	\$215,300	\$100,000	\$115,300	\$215,300	\$212,819
<b>Total Reserve Expenses</b>	<b>\$215,300</b>	<b>\$100,000</b>	<b>\$115,300</b>	<b>\$215,300</b>	<b>\$212,819</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,178,904</b>	<b>\$653,048</b>	<b>\$497,229</b>	<b>\$1,150,277</b>	<b>\$1,193,002</b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b>\$0</b>	<b>\$474,607</b>	<b>-\$474,607</b>	<b>\$0</b>	<b>\$0</b>

	<b>FY 2020</b>	<b>FY 2021</b>
<i>Net Assessments</i>	<b>\$ 1,126,178</b>	<b>\$ 1,126,178</b>
<i>Add: Discounts &amp; Collections</i>	<b>\$ 71,850</b>	<b>\$ 71,850</b>
<i>Gross Assessments</i>	<b>\$ 1,198,028</b>	<b>\$ 1,198,028</b>
<i>Lots:</i>		
<i>Phase I Lots</i>	<b>740</b>	<b>740</b>
<i>Phase II Lots</i>	<b>219</b>	<b>219</b>
<i>Total Lots</i>	<b>959</b>	<b>959</b>
<i>Per Lot Assessment</i>	<b>\$ 1,249.25</b>	<b>\$ 1,249.25</b>

*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

**REVENUES:**

*Maintenance Assessments*

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

*Interest Income*

Interest income from maintenance assessments income of the District that will be invested in accordance with Florida Statutes and the investment guidelines approved by the Board of Supervisors.

*Miscellaneous*

Income from miscellaneous deposits such as UPS, Soccer Team, and HOA Contributions.

*Amenities Revenues*

Income derived from Recreation Programs, Rental Revenue, Access Cards, and Special Events benefitting the District.

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**EXPENDITURES:**

**Administrative:**

*Supervisor Fees*

Florida Statutes allow each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon five supervisors attending an estimated 12 annual meetings.

*FICA Expense*

FICA expense represents the Employer's (District's) share of Social Security and Medicare taxes withheld from the fee paid to the Board of Supervisors.

*Engineering*

The District's engineering firm, Yuro and Associates, LLC, may provide general engineering services to the District, including attendance and preparation for monthly board meetings, review invoices, etc.

*Arbitrage*

The District is required to have an annual arbitrage rebate calculation prepared for its Series 2015A-1/A-2/B-1/B-2 and the Series 2016, Special Assessment Bonds. Grau & Associates currently provides this calculation.

*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Dissemination Agent

The Annual Disclosure Report prepared by GMS, LLC and required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Dissemination Agent (GMS)	\$ 2,000
Revised Amortization schedules (Disclosure)	\$ 850
	\$ 2,850

Trustee

The District's Series 2015A-1/A-2/B-1/B-2 and Series 2016, Special Assessment Bonds are held by a Trustee with US Bank. This amount represents the annual fee for the administration of the District's bond issues.

Attorney

The District's legal counsel, Hopping Green & Sams, will provide general legal services to the District, i.e. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Tax Roll Assessments

GMS, LLC serves as the District's collection agent and certifies the District's non-ad valorem assessments with the county tax collector and maintain the District's Lien Book.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. Berger, Toombs, Elam, Gaines, and Frnak CPA currently serves as the District's Independent Auditor.

Management Fees

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

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine

*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

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

Insurance (General Liability)

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies. The premium is based upon amounts charged to similar Community Development Districts.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc and uses The St. Augustine Record.

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly.

**Amenity Center:**

Insurance (Property)

The District's property Insurance policy is with Florida Insurance Alliance, FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.



*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Pest Control

The district is contracted with Turner Pest Control to provide pest control services to treat for termites and other insects and purchase of termite bond.

Repair & Replacements

The District has facility maintenance needs, which include surrounding recreational areas, mail kiosk, and lake banks whose cost is not otherwise covered under a contractual agreement.

Recreational Passes

Represents the estimated cost for access cards to the District's Amenity Center

Office Supplies

Represents any supplies needed for the operation of the Amenity Center.

Other Current Charges

Any unanticipated cost to the Amenity Center

Permit Fees/Licenses

Represents Permit Fees paid to the Department of Health for the swimming pool and other license that the amenity center may require from ASCAP, BMI, and SEASAC.

Water & Sewer

The cost of water / sewer associated at the Amenity Center from St Johns County Utility Department.

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
515577-114371	101 W Positano Ave - Water	\$ 346	\$ 4,152
532445-124596	123 E Franchetta Dr - Water	\$ 35	\$ 420
532445-124406	4106 Messina Dr - Water	\$ 35	\$ 420
532445-124405	168 Toscana Ln	\$ 35	\$ 420
515577-114371	101 W Positano Ave - Sewer	\$ 363	\$ 4,356
532445-124596	123 E Franchetta Dr - Sewer	\$ 65	\$ 780
	Contingency	\$ 29	\$ 352
	Total	\$ 908	\$ 10,900

*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Electric

The cost of electric at the Amenity Center supplied from FPL.

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
9623601409	100 Terrancina Dr # Light	\$ 40	\$ 480
9561370132	100 W Positano Ave	\$ 40	\$ 480
5841524282	111 W Positano Ave # Kiosk	\$ 30	\$ 360
8189715355	168 Toscana Lane	\$ 86	\$ 1,032
2781798307	5085 State Road 16 # Light	\$ 20	\$ 240
5191830404	5335 San Giaconio	\$ 15	\$ 180
6555783429	5335 State Rd 16 #1	\$ 44	\$ 528
5907098254	90 E Franchetta Ln # Light	\$ 15	\$ 180
2722888282	101 W Positano Ave	\$ 2,200	\$ 26,400
6889119035	101 W Positano Ave #1	\$ 335	\$ 4,020
	Contingency	\$ 175	\$ 2,100
	Total	\$ 3,000	\$ 36,000

Telephone/Cable/Internet

Comcast is providing the District cost-free phone, cable, and internet service under terms of an agreement reached between the District and Comcast.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Comcast	316.67	3,800

Lifeguards/Pool Monitors

The District is under contract with Riverside Management Services and this is the cost to provide pool attendants, pool monitors, and lifeguards during the operating season

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	2,603.75	31,245

Facility Monitor

The District is under contract with Riverside Management Services for a variety of clubhouse services including facility monitors for amenity center.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	2,016.67	24,200

*Turnbull Creek*  
**Community Development District**  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Facility Management

The District is under contract with Riverside Management Services for a variety of clubhouse services including an onsite Manager.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	5,083.33	61,000

Facility Attendants

The District is under contract with Riverside Management Services to provide recreational activities at the Amenity Center and will have on-site personnel during daily hours of operation.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	1,350.00	16,200

Field Operations

The District is under contract with Riverside Management Services to provide field operations & contract administration services.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	4,271.58	51,259

Facility Maintenance

The District is under contract with Riverside Management Services for the maintenance of the Amenity Center.

Pool Maintenance

The District is under contract with Riverside Management Services for the maintenance of the Amenity Center swimming pool and facilities.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	1,193.08	14,317

Pool Chemicals

The District, contracts with Poolsure Inc, to provide chemicals necessary for the maintenance of the Amenity Center swimming pool.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Poolsure 6 months	855	5,129
Poolsure 6 months	1,399	8,395
	2,254	13,524

*Turnbull Creek*  
*Community Development District*  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

Janitorial Services

The District is under contract with Riverside Management Services to have janitorial services provided for the Amenity Center.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	755.33	9,064

Common Area Waste Collection

Garbage waste pickup in mail kiosk and other common areas provided by Riverside Management Services.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$1,525.00	\$18,300

Program Director

The District will provide a part-time Program Director under the Riverside Management Services contract in order to facilitate activities provided by RMS.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$214.58	\$2,575

Refuse Service

Garbage disposal service is with Advance Disposal

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Advance Disposal	820.00	9,840

Security

The District has contracted with Envera for security monitoring for the Amenity Center an billed quarterly.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Envera	534.08	6,409

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

*Turnbull Creek*  
**Community Development District**  
*GENERAL FUND BUDGET*  
*Fiscal Year 2021*

**Ground Maintenance:**

Street Lighting

The District street lighting cost for the community

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
2298893591	W Bonaventure Way	\$ 2,976	\$ 35,712
4217317033	Verona Way	\$ 90	\$ 1,080
	Contingency	\$ 101	\$ 1,208
	Total	\$ 3,167	\$ 38,000

Lake Maintenance

The District has 22 storm water management ponds that are required by the County and the St. Johns River Water Management District to provide for treatment of storm water runoff. The District is under contract with Future Horizons. to maintain the 22 storm water ponds.

<u>Contract</u>	<u>Monthly</u>	<u>Annual Amount</u>
Future Horizons	\$ 1,175	\$ 14,100

Landscape Maintenance

The District is under contract with Duval Landscape to have the landscaping of the common areas of the District maintained.

<u>Contract</u>	<u>Monthly</u>	<u>Annual Amount</u>
Duval Landscape	\$ 25,725	\$ 308,700

Landscape Contingency

Any unanticipated landscape cost for tree removal or other landscape cost incurred by the District.

Irrigation Repairs

Any miscellaneous irrigation repairs and maintenance incurred by the District.

Capital Reserves

Future funding needed for the upkeep of Turnbull Creek infrastructure.

**Turnbull Creek**  
Community Development District

**Debt Service Fund**  
Series 2015A

<i>Description</i>	<i>Adopted Budget FY 2020</i>	<i>Actual 4/30/20</i>	<i>Next 5 Months</i>	<i>Projected 9/30/19</i>	<i>Approved Budget FY 2021</i>
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**Revenues**

<i>Carry Forward Surplus (1)</i>	\$257,026	\$262,855	\$0	\$262,855	\$257,026
<i>Interest Income</i>	\$5,000	\$7,907	\$2,229	\$10,136	\$5,000
<i>Assessments</i>	\$989,969	\$981,528	\$5,711	\$987,239	\$987,239
<i>Prepayments A1</i>	\$0	\$14,001	\$0	\$14,001	\$0

<b><i>Total Revenues</i></b>	<b>\$1,251,995</b>	<b>\$1,266,292</b>	<b>\$7,940</b>	<b>\$1,274,232</b>	<b>\$1,249,265</b>
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**Expenditures**

**Series 2015 A-1**

<i>Interest 11/1</i>	\$178,084	\$178,084	\$0	\$178,084	\$172,176
<i>Principal Prepayment 11/1</i>	\$0	\$5,000	\$0	\$5,000	\$0
<i>Interest 5/1</i>	\$178,084	\$0	\$177,999	\$177,999	\$172,176
<i>Principal 5/1</i>	\$425,000	\$0	\$425,000	\$425,000	\$435,000
<i>Special Call 5/1</i>	\$0	\$0	\$15,000	\$15,000	\$0

**Series 2015 A-2**

<i>Interest 11/1</i>	\$54,388	\$54,388	\$0	\$54,388	\$51,181
<i>Principal Prepayment 11/1</i>	\$0	\$5,000	\$0	\$5,000	\$0
<i>Interest 5/1</i>	\$54,388	\$0	\$54,269	\$54,269	\$51,181
<i>Principal 5/1</i>	\$100,000	\$0	\$100,000	\$100,000	\$100,000
<i>Special Call 5/1</i>	\$0	\$0	\$30,000	\$30,000	\$0

<b><i>Total Expenditures</i></b>	<b>\$989,943</b>	<b>\$242,471</b>	<b>\$802,268</b>	<b>\$1,044,739</b>	<b>\$981,715</b>
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<b><i>EXCESS REVENUES / (EXPENDITURES)</i></b>	<b>\$262,053</b>	<b>\$1,023,820</b>	<b>-\$794,327</b>	<b>\$229,493</b>	<b>\$267,550</b>
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(1) Net of Debt Service Reserve Funds

**Debt Service for 11/01/2021**

<i>Interest</i>	<b>\$165,978</b>
<i>Interest</i>	<b>\$48,806</b>
<i>Total</i>	<b>\$214,784</b>

<i>Net Assessments</i>	<b>\$987,239</b>
<i>Add: Disc. and Collections (6%)</i>	<b>\$62,986</b>
<i>Gross Assessments</i>	<b>\$1,050,225</b>

*Turnbull Creek*  
*Community Development District*  
*Series 2015A-1 Senior Assessment Bonds*  
**AMORTIZATION SCHEDULE**

<i>DATE</i>		<i>BALANCE</i>	<i>RATE</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>TOTAL</i>
11/01/20	\$	8,575,000.00			\$ 172,176.25	\$ 172,176.25
05/01/21	\$	8,575,000.00	2.850%	\$ 435,000.00	\$ 172,176.25	-
11/01/21	\$	8,140,000.00		-	\$ 165,977.50	\$ 773,153.75
05/01/22	\$	8,140,000.00	3.150%	\$ 445,000.00	\$ 165,977.50	-
11/01/22	\$	7,695,000.00		-	\$ 158,968.75	\$ 769,946.25
05/01/23	\$	7,695,000.00	3.400%	\$ 460,000.00	\$ 158,968.75	-
11/01/23	\$	7,235,000.00		-	\$ 151,148.75	\$ 770,117.50
05/01/24	\$	7,235,000.00	3.650%	\$ 480,000.00	\$ 151,148.75	-
11/01/24	\$	6,755,000.00		-	\$ 142,388.75	\$ 773,537.50
05/01/25	\$	6,755,000.00	3.750%	\$ 495,000.00	\$ 142,388.75	-
11/01/25	\$	6,260,000.00		-	\$ 133,107.50	\$ 770,496.25
05/01/26	\$	6,260,000.00	3.800%	\$ 515,000.00	\$ 133,107.50	-
11/01/26	\$	5,745,000.00		-	\$ 123,193.75	\$ 771,301.25
05/01/27	\$	5,745,000.00	4.000%	\$ 525,000.00	\$ 123,193.75	-
11/01/27	\$	5,220,000.00		-	\$ 112,693.75	\$ 760,887.50
05/01/28	\$	5,220,000.00	4.250%	\$ 560,000.00	\$ 112,693.75	-
11/01/28	\$	4,660,000.00		-	\$ 100,793.75	\$ 773,487.50
05/01/29	\$	4,660,000.00	4.250%	\$ 585,000.00	\$ 100,793.75	-
11/01/29	\$	4,075,000.00		-	\$ 88,362.50	\$ 774,156.25
05/01/30	\$	4,075,000.00	4.250%	\$ 610,000.00	\$ 88,362.50	-
11/01/30	\$	3,465,000.00		-	\$ 75,400.00	\$ 773,762.50
05/01/31	\$	3,465,000.00	4.250%	\$ 635,000.00	\$ 75,400.00	-
11/01/31	\$	2,830,000.00		-	\$ 61,906.25	\$ 772,306.25
05/01/32	\$	2,830,000.00	4.375%	\$ 660,000.00	\$ 61,906.25	-
11/01/32	\$	2,170,000.00		-	\$ 47,468.75	\$ 769,375.00
05/01/33	\$	2,170,000.00	4.375%	\$ 690,000.00	\$ 47,468.75	-
11/01/33	\$	1,480,000.00		-	\$ 32,375.00	\$ 769,843.75
05/01/34	\$	1,480,000.00	4.375%	\$ 725,000.00	\$ 32,375.00	-
11/01/34	\$	755,000.00		-	\$ 16,515.63	\$ 773,890.63
05/01/35	\$	755,000.00	4.375%	\$ 755,000.00	\$ 16,515.63	-
11/01/35	\$	-		-	\$	\$ 771,515.63
				\$ 8,575,000.00	\$ 3,164,953.76	\$ 11,739,953.76

*Turnbull Creek*  
*Community Development District*  
*Series 2015A-2 Senior Assessment Bonds*  
**AMORTIZATION SCHEDULE**

<i>DATE</i>		<i>BALANCE</i>	<i>RATE</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>TOTAL</i>
11/01/20	\$	2,155,000.00		\$	51,181.25	\$ 205,568.75
05/01/21	\$	2,155,000.00	4.750%	\$ 100,000.00	\$ 51,181.25	-
11/01/21	\$	2,055,000.00		- \$	48,806.25	\$ 199,987.50
05/01/22	\$	2,055,000.00	4.750%	\$ 105,000.00	\$ 48,806.25	-
11/01/22	\$	1,950,000.00		- \$	46,312.50	\$ 200,118.75
05/01/23	\$	1,950,000.00	4.750%	\$ 110,000.00	\$ 46,312.50	-
11/01/23	\$	1,840,000.00		- \$	43,700.00	\$ 200,012.50
05/01/24	\$	1,840,000.00	4.750%	\$ 115,000.00	\$ 43,700.00	-
11/01/24	\$	1,725,000.00		- \$	40,968.75	\$ 199,668.75
05/01/25	\$	1,725,000.00	4.750%	\$ 120,000.00	\$ 40,968.75	-
11/01/25	\$	1,605,000.00		- \$	38,118.75	\$ 199,087.50
05/01/26	\$	1,605,000.00	4.750%	\$ 130,000.00	\$ 38,118.75	-
11/01/26	\$	1,475,000.00		- \$	35,031.25	\$ 203,150.00
05/01/27	\$	1,475,000.00	4.750%	\$ 135,000.00	\$ 35,031.25	-
11/01/27	\$	1,340,000.00		- \$	31,825.00	\$ 201,856.25
05/01/28	\$	1,340,000.00	4.750%	\$ 140,000.00	\$ 31,825.00	-
11/01/28	\$	1,200,000.00		- \$	28,500.00	\$ 200,325.00
05/01/29	\$	1,200,000.00	4.750%	\$ 150,000.00	\$ 28,500.00	-
11/01/29	\$	1,050,000.00		- \$	24,937.50	\$ 203,437.50
05/01/30	\$	1,050,000.00	4.750%	\$ 155,000.00	\$ 24,937.50	-
11/01/30	\$	895,000.00		- \$	21,256.25	\$ 201,193.75
05/01/31	\$	895,000.00	4.750%	\$ 165,000.00	\$ 21,256.25	-
11/01/31	\$	730,000.00		- \$	17,337.50	\$ 203,593.75
05/01/32	\$	730,000.00	4.750%	\$ 170,000.00	\$ 17,337.50	-
11/01/32	\$	560,000.00		- \$	13,300.00	\$ 200,637.50
05/01/33	\$	560,000.00	4.750%	\$ 180,000.00	\$ 13,300.00	-
11/01/33	\$	380,000.00		- \$	9,025.00	\$ 202,325.00
05/01/34	\$	380,000.00	4.750%	\$ 185,000.00	\$ 9,025.00	-
11/01/34	\$	195,000.00		- \$	4,631.25	\$ 198,656.25
05/01/35	\$	195,000.00	4.750%	\$ 195,000.00	\$ 4,631.25	-
11/01/35	\$	-		- \$	-	\$ 199,631.25
						-
				\$ 2,155,000.00	\$ 909,862.50	\$ 3,219,250.00



# Turnbull Creek

Community Development District

Debt Service Fund

Pond Bank Remediation Series 2015B

<i>Description</i>	<i>Adopted Budget FY 2020</i>	<i>Actual 4/30/20</i>	<i>Next 5 Months</i>	<i>Projected 9/30/19</i>	<i>Approved Budget FY 2021</i>
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## Revenues

<i>Carry Forward Surplus (1)</i>	\$32,495	\$32,221	\$0	\$32,221	\$27,880
<i>Interest Income</i>	\$700	\$693	\$281	\$974	\$700
<i>Assessments</i>	\$79,318	\$75,933	\$3,385	\$79,318	\$79,318
<i>Prepayments B1</i>	\$0	\$1,176	\$0	\$1,176	\$0

<b><i>Total Revenues</i></b>	<b>\$112,513</b>	<b>\$110,022</b>	<b>\$3,666</b>	<b>\$113,689</b>	<b>\$107,898</b>
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## Expenditures

### Series 2015B1

<i>Interest 11/1</i>	\$19,795	\$19,795	\$0	\$19,795	\$19,535
<i>Interest 5/1</i>	\$19,795	\$0	\$19,795	\$19,795	\$19,535
<i>Principal 5/1</i>	\$20,000	\$0	\$20,000	\$20,000	\$20,000

### Series 2015B2

<i>Interest 11/1</i>	\$5,669	\$5,669	\$0	\$5,669	\$5,313
<i>Principal Prepayment 11/1</i>	\$0	\$5,000	\$0	\$5,000	\$0
<i>Interest 5/1</i>	\$5,669	\$0	\$5,550	\$5,550	\$5,313
<i>Principal 5/1</i>	\$5,000	\$0	\$5,000	\$5,000	\$5,000
<i>Principal Prepayment 5/1</i>	\$0	\$0	\$5,000	\$5,000	\$0

<b><i>Total Expenditures</i></b>	<b>\$75,928</b>	<b>\$30,464</b>	<b>\$55,345</b>	<b>\$85,809</b>	<b>\$74,695</b>
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<b><i>EXCESS REVENUES / (EXPENDITURES)</i></b>	<b>\$36,585</b>	<b>\$79,559</b>	<b>-\$51,679</b>	<b>\$27,880</b>	<b>\$33,203</b>
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(1) Net of Debt Service Reserve Funds

## Debt Service for 11/01/2021

<i>Interest</i>	<b>\$19,250</b>
	<b>\$5,194</b>
<i>Total</i>	<b>\$24,444</b>

<i>Net Assessments</i>	<b>\$79,318</b>
<i>Add: Disc. and Collections (6%)</i>	<b>\$5,063</b>
<i>Gross Assessments</i>	<b>\$84,381</b>

*Turnbull Creek*  
*Community Development District*  
*Series 2015B-1 Senior Assessment Bonds*  
**AMORTIZATION SCHEDULE**

<i>DATE</i>		<i>BALANCE</i>	<i>RATE</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>TOTAL</i>
11/01/20	\$	915,000.00	2.600%	- \$	19,535.00 \$	19,535.00
05/01/21	\$	915,000.00	2.850%	\$ 20,000.00	19,535.00	-
11/01/21	\$	895,000.00	2.850%	- \$	19,250.00 \$	58,785.00
05/01/22	\$	895,000.00	3.150%	\$ 25,000.00	19,250.00	-
11/01/22	\$	870,000.00	3.150%	- \$	18,856.25 \$	63,106.25
05/01/23	\$	870,000.00	3.400%	\$ 25,000.00	18,856.25	-
11/01/23	\$	845,000.00	3.400%	- \$	18,431.25 \$	62,287.50
05/01/24	\$	845,000.00	3.750%	\$ 25,000.00	18,431.25	-
11/01/24	\$	820,000.00	3.750%	- \$	17,975.00 \$	61,406.25
05/01/25	\$	820,000.00	3.850%	\$ 25,000.00	17,975.00	-
11/01/25	\$	795,000.00	3.850%	- \$	17,506.25 \$	60,481.25
05/01/26	\$	795,000.00	4.000%	\$ 25,000.00	17,506.25	-
11/01/26	\$	770,000.00	4.000%	- \$	17,025.00 \$	59,531.25
05/01/27	\$	770,000.00	4.000%	\$ 25,000.00	17,025.00	-
11/01/27	\$	745,000.00	4.000%	- \$	16,525.00 \$	58,550.00
05/01/28	\$	745,000.00	4.250%	\$ 30,000.00	16,525.00	-
11/01/28	\$	715,000.00	4.250%	- \$	15,887.50 \$	62,412.50
05/01/29	\$	715,000.00	4.250%	\$ 30,000.00	15,887.50	-
11/01/29	\$	685,000.00	4.250%	- \$	15,250.00 \$	61,137.50
05/01/30	\$	685,000.00	4.250%	\$ 30,000.00	15,250.00	-
11/01/30	\$	655,000.00	4.250%	- \$	14,612.50 \$	59,862.50
05/01/31	\$	655,000.00	4.250%	\$ 30,000.00	14,612.50	-
11/01/31	\$	625,000.00	4.250%	- \$	13,975.00 \$	58,587.50
05/01/32	\$	625,000.00	4.375%	\$ 30,000.00	13,975.00	-
11/01/32	\$	595,000.00	4.375%	- \$	13,318.75 \$	57,293.75
05/01/33	\$	595,000.00	4.375%	\$ 35,000.00	13,318.75	-
11/01/33	\$	560,000.00	4.375%	- \$	12,553.13 \$	60,871.88
05/01/34	\$	560,000.00	4.375%	\$ 35,000.00	12,553.13	-
11/01/34	\$	525,000.00	4.375%	- \$	11,787.50 \$	59,340.63
05/01/35	\$	525,000.00	4.375%	\$ 40,000.00	11,787.50	-
11/01/35	\$	485,000.00	4.375%	- \$	10,912.50 \$	62,700.00
05/01/36	\$	485,000.00	4.500%	\$ 40,000.00	10,912.50	-
11/01/36	\$	445,000.00	4.500%	- \$	10,012.50 \$	60,925.00
05/01/37	\$	445,000.00	4.500%	\$ 40,000.00	10,012.50	-
11/01/37	\$	405,000.00	4.500%	- \$	9,112.50 \$	59,125.00
05/01/38	\$	405,000.00	4.500%	\$ 45,000.00	9,112.50	-
11/01/38	\$	360,000.00	4.500%	- \$	8,100.00 \$	62,212.50
05/01/39	\$	360,000.00	4.500%	\$ 45,000.00	8,100.00	-
11/01/39	\$	315,000.00	4.500%	- \$	7,087.50 \$	60,187.50
05/01/40	\$	315,000.00	4.500%	\$ 45,000.00	7,087.50	-
11/01/40	\$	270,000.00	4.500%	- \$	6,075.00 \$	58,162.50
05/01/41	\$	270,000.00	4.500%	\$ 50,000.00	6,075.00	-
11/01/41	\$	220,000.00	4.500%	- \$	4,950.00 \$	61,025.00
05/01/42	\$	220,000.00	4.500%	\$ 50,000.00	4,950.00	-
11/01/42	\$	170,000.00	4.500%	- \$	3,825.00 \$	58,775.00
05/01/43	\$	170,000.00	4.500%	\$ 55,000.00	3,825.00	-
11/01/43	\$	115,000.00	4.500%	- \$	2,587.50 \$	61,412.50
05/01/44	\$	115,000.00	4.500%	\$ 55,000.00	2,587.50	-
11/01/44	\$	60,000.00	4.500%	- \$	1,350.00 \$	58,937.50
05/01/45	\$	60,000.00	4.500%	\$ 60,000.00	1,350.00	-
11/01/45					\$	61,350.00
				\$ 915,000.00	\$ 613,001.26	\$ 1,528,001.26

***Turnbull Creek***  
***Community Development District***  
*Series 2015B-2 Subordinate Special Assessment Bonds*  
**AMORTIZATION SCHEDULE**

<b><i>DATE</i></b>		<b><i>BALANCE</i></b>	<b><i>RATE</i></b>	<b><i>PRINCIPAL</i></b>	<b><i>INTEREST</i></b>	<b><i>TOTAL</i></b>
11/01/20	\$	220,000.00	4.750%	-	\$ 5,312.50	\$ 5,312.50
05/01/21	\$	220,000.00	4.750%	\$ 5,000.00	\$ 5,312.50	-
11/01/21	\$	215,000.00	4.750%	-	\$ 5,193.75	\$ 15,506.25
05/01/22	\$	215,000.00	4.750%	\$ 5,000.00	\$ 5,193.75	-
11/01/22	\$	210,000.00	4.750%	-	\$ 5,075.00	\$ 15,268.75
05/01/23	\$	210,000.00	4.750%	\$ 5,000.00	\$ 5,075.00	-
11/01/23	\$	205,000.00	4.750%	-	\$ 4,956.25	\$ 15,031.25
05/01/24	\$	205,000.00	4.750%	\$ 5,000.00	\$ 4,956.25	-
11/01/24	\$	200,000.00	4.750%	-	\$ 4,837.50	\$ 14,793.75
05/01/25	\$	200,000.00	4.750%	\$ 5,000.00	\$ 4,837.50	-
11/01/25	\$	195,000.00	4.750%	-	\$ 4,718.75	\$ 14,556.25
05/01/26	\$	195,000.00	4.750%	\$ 5,000.00	\$ 4,718.75	-
11/01/26	\$	190,000.00	4.750%	-	\$ 4,600.00	\$ 14,318.75
05/01/27	\$	190,000.00	4.750%	\$ 5,000.00	\$ 4,600.00	-
11/01/27	\$	185,000.00	4.750%	-	\$ 4,481.25	\$ 14,081.25
05/01/28	\$	185,000.00	4.750%	\$ 5,000.00	\$ 4,481.25	-
11/01/28	\$	180,000.00	4.750%	-	\$ 4,362.50	\$ 13,843.75
05/01/29	\$	180,000.00	4.750%	\$ 5,000.00	\$ 4,362.50	-
11/01/29	\$	175,000.00	4.750%	-	\$ 4,243.75	\$ 13,606.25
05/01/30	\$	175,000.00	4.750%	\$ 5,000.00	\$ 4,243.75	-
11/01/30	\$	170,000.00	4.750%	-	\$ 4,125.00	\$ 13,368.75
05/01/31	\$	170,000.00	4.750%	\$ 10,000.00	\$ 4,125.00	-
11/01/31	\$	160,000.00	4.750%	-	\$ 3,887.50	\$ 18,012.50
05/01/32	\$	160,000.00	4.750%	\$ 10,000.00	\$ 3,887.50	-
11/01/32	\$	150,000.00	4.750%	-	\$ 3,650.00	\$ 17,537.50
05/01/33	\$	150,000.00	4.750%	\$ 10,000.00	\$ 3,650.00	-
11/01/33	\$	140,000.00	4.750%	-	\$ 3,412.50	\$ 17,062.50
05/01/34	\$	140,000.00	4.750%	\$ 10,000.00	\$ 3,412.50	-
11/01/34	\$	130,000.00	4.750%	-	\$ 3,175.00	\$ 16,587.50
05/01/35	\$	130,000.00	4.750%	\$ 10,000.00	\$ 3,175.00	-
11/01/35	\$	120,000.00	4.750%	-	\$ 2,937.50	\$ 16,112.50
05/01/36	\$	120,000.00	4.750%	\$ 10,000.00	\$ 2,937.50	-
11/01/36	\$	110,000.00	4.750%	-	\$ 2,700.00	\$ 15,637.50
05/01/37	\$	110,000.00	4.750%	\$ 10,000.00	\$ 2,700.00	-
11/01/37	\$	100,000.00	4.750%	-	\$ 2,462.50	\$ 15,162.50
05/01/38	\$	100,000.00	4.750%	\$ 10,000.00	\$ 2,462.50	-
11/01/38	\$	90,000.00	4.750%	-	\$ 2,225.00	\$ 14,687.50
05/01/39	\$	90,000.00	4.750%	\$ 10,000.00	\$ 2,225.00	-
11/01/39	\$	80,000.00	4.750%	-	\$ 1,987.50	\$ 14,212.50
05/01/40	\$	80,000.00	4.750%	\$ 10,000.00	\$ 1,987.50	-
11/01/40	\$	70,000.00	4.750%	-	\$ 1,750.00	\$ 13,737.50
05/01/41	\$	70,000.00	5.000%	\$ 10,000.00	\$ 1,750.00	-
11/01/41	\$	60,000.00	5.000%	-	\$ 1,500.00	\$ 13,250.00
05/01/42	\$	60,000.00	5.000%	\$ 15,000.00	\$ 1,500.00	-
11/01/42	\$	45,000.00	5.000%	-	\$ 1,125.00	\$ 17,625.00
05/01/43	\$	45,000.00	5.000%	\$ 15,000.00	\$ 1,125.00	-
11/01/43	\$	30,000.00	5.000%	-	\$ 750.00	\$ 16,875.00
05/01/44	\$	30,000.00	5.000%	\$ 15,000.00	\$ 750.00	-
11/01/44	\$	15,000.00	5.000%	-	\$ 375.00	\$ 16,125.00
05/01/45	\$	15,000.00	5.000%	\$ 15,000.00	\$ 375.00	-
11/01/45					\$	\$ 15,375.00
				\$ 220,000.00	\$ 167,687.50	\$ 387,687.50

# Turnbull Creek

Community Development District

Debt Service Fund

Series 2016

<i>Description</i>	<i>Adopted Budget FY 2020</i>	<i>Actual 4/30/20</i>	<i>Next 5 Months</i>	<i>Projected 9/30/19</i>	<i>Approved Budget FY 2021</i>
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## Revenues

<i>Carry Forward Surplus</i>	\$85,785	\$84,188	\$0	\$84,188	\$83,561
<i>Interest Income</i>	\$2,000	\$1,781	\$319	\$2,100	\$2,000
<i>Assessments - Tax Collector</i>	\$286,688	\$284,847	\$1,658	\$286,505	\$286,505

<b><i>Total Revenues</i></b>	<b>\$374,473</b>	<b>\$370,816</b>	<b>\$1,976</b>	<b>\$372,792</b>	<b>\$372,066</b>
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## Expenditures

### Series 2016

<i>Interest 11/1</i>	\$69,616	\$69,616	\$0	\$69,616	\$66,656
<i>Interest 5/1</i>	\$69,616	\$0	\$69,616	\$69,616	\$66,656
<i>Principal 5/1</i>	\$150,000	\$0	\$150,000	\$150,000	\$155,000

<b><i>Total Expenditures</i></b>	<b>\$289,231</b>	<b>\$69,616</b>	<b>\$219,616</b>	<b>\$289,231</b>	<b>\$288,311</b>
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<b><i>EXCESS REVENUES / (EXPENDITURES)</i></b>	<b>\$85,242</b>	<b>\$301,201</b>	<b>-\$217,639</b>	<b>\$83,561</b>	<b>\$83,755</b>
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### Debt Service for 11/01/2021

<i>Interest</i>	<b>\$63,788</b>
<i>Total</i>	<b>\$63,788</b>

<i>Net Assessments</i>	<b>\$286,505</b>
<i>Add: Discounts and Collections (6%)</i>	<b>\$18,279</b>
<i>Gross Assessments</i>	<b>\$304,784</b>

**Turnbull Creek**  
**Community Development District**  
*Series 2016 Special Assessment Refunding and Revenue Bond*

**AMORTIZATION SCHEDULE**

<i>DATE</i>	<i>BALANCE</i>	<i>RATE</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>TOTAL</i>
11/01/20	\$ 3,603,000.00	3.70%	- \$	66,655.50	\$ 66,378.00
05/01/21	\$ 3,603,000.00	3.70%	\$ 155,000.00	\$ 66,655.50	-
11/01/21	\$ 3,448,000.00	3.70%	- \$	63,788.00	\$ 285,443.50
05/01/22	\$ 3,448,000.00	3.70%	\$ 161,000.00	\$ 63,788.00	-
11/01/22	\$ 3,287,000.00	3.70%	- \$	60,809.50	\$ 285,597.50
05/01/23	\$ 3,287,000.00	3.70%	\$ 167,000.00	\$ 60,809.50	-
11/01/23	\$ 3,120,000.00	3.70%	- \$	57,720.00	\$ 285,529.50
05/01/24	\$ 3,120,000.00	3.70%	\$ 173,000.00	\$ 57,720.00	-
11/01/24	\$ 2,947,000.00	3.70%	- \$	54,519.50	\$ 285,239.50
05/01/25	\$ 2,947,000.00	3.70%	\$ 180,000.00	\$ 54,519.50	-
11/01/25	\$ 2,767,000.00	3.70%	- \$	51,189.50	\$ 285,709.00
05/01/26	\$ 2,767,000.00	3.70%	\$ 187,000.00	\$ 51,189.50	-
11/01/26	\$ 2,580,000.00	3.70%	- \$	47,730.00	\$ 285,919.50
05/01/27	\$ 2,580,000.00	3.70%	\$ 194,000.00	\$ 47,730.00	-
11/01/27	\$ 2,386,000.00	3.70%	- \$	44,141.00	\$ 285,871.00
05/01/28	\$ 2,386,000.00	3.70%	\$ 201,000.00	\$ 44,141.00	-
11/01/28	\$ 2,185,000.00	3.70%	- \$	40,422.50	\$ 285,563.50
05/01/29	\$ 2,185,000.00	3.70%	\$ 209,000.00	\$ 40,422.50	-
11/01/29	\$ 1,976,000.00	3.70%	- \$	36,556.00	\$ 285,978.50
05/01/30	\$ 1,976,000.00	3.70%	\$ 216,000.00	\$ 36,556.00	-
11/01/30	\$ 1,760,000.00	3.70%	- \$	32,560.00	\$ 285,116.00
05/01/31	\$ 1,760,000.00	3.70%	\$ 224,000.00	\$ 32,560.00	-
11/01/31	\$ 1,536,000.00	3.70%	- \$	28,416.00	\$ 284,976.00
05/01/32	\$ 1,536,000.00	3.70%	\$ 233,000.00	\$ 28,416.00	-
11/01/32	\$ 1,303,000.00	3.70%	- \$	24,105.50	\$ 285,521.50
05/01/33	\$ 1,303,000.00	3.70%	\$ 242,000.00	\$ 24,105.50	-
11/01/33	\$ 1,061,000.00	3.70%	- \$	19,628.50	\$ 285,734.00
05/01/34	\$ 1,061,000.00	3.70%	\$ 251,000.00	\$ 19,628.50	-
11/01/34	\$ 810,000.00	3.70%	- \$	14,985.00	\$ 285,613.50
05/01/35	\$ 810,000.00	3.70%	\$ 260,000.00	\$ 14,985.00	-
11/01/35	\$ 550,000.00	3.70%	- \$	10,175.00	\$ 285,160.00
05/01/36	\$ 550,000.00	3.70%	\$ 270,000.00	\$ 10,175.00	-
11/01/36	\$ 280,000.00	3.70%	- \$	5,180.00	\$ 285,355.00
05/01/37	\$ 280,000.00	3.70%	\$ 280,000.00	\$ 5,180.00	-
11/01/37	\$ 280,000.00	3.70%	-		\$ 286,198.50
			\$ 3,603,000.00	\$ 1,317,163.00	\$ 4,920,904.00

# Turnbull Creek

Community Development District

Capital Reserve Fund

<i>Description</i>	<i>Adopted Budget FY 2020</i>	<i>Actual 4/30/20</i>	<i>Next 5 Months</i>	<i>Projected 9/30/20</i>	<i>Approved Budget FY 2021</i>
<b><u>REVENUES:</u></b>					
Capital Reserve - Transfer In	\$215,300	\$100,000	\$115,300	\$215,300	\$212,819
Carry Forward Surplus	\$164,348	\$147,306	\$0	\$147,306	\$316,147
<b><i>Total Revenues</i></b>	<b>\$379,648</b>	<b>\$247,306</b>	<b>\$115,300</b>	<b>\$362,606</b>	<b>\$528,966</b>
<b><u>EXPENDITURES:</u></b>					
Repair and Replacement	\$105,496	\$15,105	\$25,000	\$40,105	\$50,000
Capital Outlay	\$0	\$6,140	\$0	\$6,140	\$50,000
Other Current Charges	\$200	\$132	\$82	\$214	\$250
<b><i>Total Expenditures</i></b>	<b>\$105,696</b>	<b>\$21,378</b>	<b>\$25,082</b>	<b>\$46,459</b>	<b>\$100,250</b>
<b><i>EXCESS REVENUES / (EXPENDITURES)</i></b>	<b>\$273,952</b>	<b>\$225,929</b>	<b>\$90,218</b>	<b>\$316,147</b>	<b>\$428,716</b>

## *NINTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BY AND BETWEEN  
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND GIFT OF DANCE CLASS, LLC REGARDING THE USE OF CERTAIN DISTRICT FACILITIES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ of May, 2020, 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 (“**District**”), and

**Gift of Dance Class, LLC**, a Florida limited liability company, with a mailing address of 161 Casa Sevilla Avenue, St. Augustine, Florida 32092 (“**Licensee**”).

**RECITALS**

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

**WHEREAS**, the District owns and maintains as public improvements recreational facilities which include the clubhouse facility, as identified in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Facilities**”); and

**WHEREAS**, Licensee intends to operate a dance program in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit B** (“**Dance Class(es)**”), and has requested permission from the District to use the Facilities for the Dance Classes; and

**WHEREAS**, the District Board of Supervisors (“**Board**”) finds that the Licensee’s provision of the Dance Classes is a benefit to the community and is in the District’s best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

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

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee 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 Agreement.
2. **GRANT OF LICENSE.** The District hereby grants to Licensee a nonexclusive license to use the Facilities for operation of the Dance Classes, in accordance with the terms and conditions contained herein and



in the exhibits hereto (“**License**”). In consideration of said use of the Facilities, Licensee agrees to the following conditions:

**A.** Licensee’s access is limited to the Facilities, as set forth in **Exhibit A**, during the Scheduled Times (as hereinafter defined) only. The Licensee’s access does not include the use of any other District facilities, including but not limited to the pool, amenity center or other improvements. Use of the Facilities is limited to the dates, times and uses specified herein and no other – this License is for provision of the Dance Classes. The District reserves all rights and privileges in and to the District’s property, including the Facilities. This License for the Facilities is granted to Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the District’s recreational facilities is permitted without prior written consent of the District through its designee.

**B.** Licensee’s access to the Facilities is limited to the days and times set forth in **Exhibit B** (“**Scheduled Times**”). This Agreement does not grant access to the Facilities at any other days or times except as set forth herein and as coordinated and approved by the District’s designee. The District’s designees for purposes of this Agreement shall be its District Manager and its General Manager.

**C.** Only Licensee’s rosters of participants, instructors and staff are permitted to use the Facilities pursuant to this License. Licensee shall provide a list of a full roster of Dance Class participants to the General Manager, as such list may change from time to time and evidence that each have executed a Waiver (as hereinafter defined). Such submittal shall not waive Licensee’s responsibility to procure a validly executed Waiver from each individual as required under this License.

**D.** Licensee’s use of the Facilities shall be contemporaneous with the use of the District’s facilities by patrons of the District, and Licensee’s use shall not interfere with the operation of the District’s facilities as a public improvement except as set forth herein.

**E.** Licensee’s use of the Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies, as well as the child safety guidelines attached hereto as **Exhibit C**, by all users under this Agreement. Licensee and all of its staff and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or General Manager as they occur.

**F.** Licensee shall obtain an executed Waiver, substantially in the form provided herein, signed by each of Licensee’s students, instructors, staff and any regularly associated volunteers and specifically naming the Turnbull Creek CDD and its supervisors, staff and officers. A sample release and waiver is attached hereto as **Exhibit D** (“**Waiver**”).

**G.** The grant of this License is further conditioned on Licensee’s compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, health department requirements, fire

code and other laws (“**Laws**”). It is Licensee’s responsibility to know, understand and follow such Laws.

**H.** Licensee is permitted to hold Dance Classes pursuant to this License, including **Exhibit B**. Such Dance Classes shall be conducted at the Facilities as set forth in **Exhibit A** and in the manner set forth in **Exhibit B** and as otherwise provided herein. Licensee shall meet with the General Manager prior to the Dance Classes to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Dance Classes, and trash is properly disposed of in trash bags and taken to the dumpster. Licensee may display signage during Dance Classes only. Signs may be displayed on the day that Dance Classes are held and must be taken down within two (2) hours of conclusion of such Dance Classes. Any other permanent signage, other than advertising in accordance with the District’s policies, if any, and coordinated through the General Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: “This is not a Turnbull Creek CDD sponsored or endorsed event.”

**I.** If requested by the District, Licensee shall be required to provide parking monitors for the Dance Classes. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

**District agrees to maintain the following for the Term of the License:**

**J.** The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Dance Class set-up and clean-up. Licensee shall report any damage to the Facilities caused by District employees or Licensees to the General Manager. Upon notification of such damage, the General Manager shall promptly investigate the cause and extent of the damage. The General Manager shall have the sole discretion to determine if the damage exceeds Licensee’s responsibility to maintain and repair the Facilities as provided herein.

**K.** The District shall not be responsible for the personal safety of Licensee’s invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District’s facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

**L.** The District may elect, in its discretion, to provide information concerning Licensee’s offerings and schedule so long as Licensee provides the relevant information to the District’s designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Turnbull Creek CDD.

3. **TERM.** The term of the License shall commence on \_\_\_\_\_ 2020, and shall expire on \_\_\_\_\_, 20\_\_\_\_, unless terminated or extended in writing as provided for herein. This License may be extended for an additional term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

4. **SUSPENSION, REVOCATION AND TERMINATION.** The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a Dance Classes and to provide trained and qualified dance instructors when utilizing the Facilities. Licensee shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in the Dance Classes 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 participant, attendee, invitee, or other individual while using the Facilities. Any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only be permitted to participate after signing a District Waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. **REVENUE.** Licensee shall be permitted to charge a fee of \$\_\_\_\_ (\_\_\_\_ Dollars) for each District Patron (as defined in the District's Policies Regarding Amenity Facilities) and \$\_\_\_\_ (\_\_\_\_ Dollars) for each non-Patron and shall remit to the District ten percent (10%) of all gross revenue. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request. Furthermore, Licensee shall remit ten percent of gross revenue generated from use of the District's facilities for classes held prior to this License Agreement and such amount shall be remitted to the District within fifteen days of execution of this Agreement.

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 and \$3,000,000 general aggregate, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$500,000 abuse/molestation coverage and a minimum of \$25,000 medical/dental accident coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such

policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. 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 (including, without limitation, costs 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. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

**8. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") 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  
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 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

**B. If to Licensee:** Gift of Dance Class, LLC  
161 Casa Sevilla Avenue  
St. Augustine, Florida 32902  
Attn: Cristina Duncan

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 Licensee may deliver Notice on behalf of the District and 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 and guests from damage and recognizes that the District's facilities, including the Facilities subject to the License, are being simultaneously run as a public improvement and the public will have continuous use of

the facilities simultaneously with Licensee's use. 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 Licensee's use of the Facilities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

**10. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

**13. NON-TRANSFER.** 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 shall cause the License to become voidable, in the sole discretion of the District.

**14. ENTIRE AGREEMENT.** This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement shall not be recorded in the public records.

**15. PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Ernesto Torres**, District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Licensee 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 Licensee 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 Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL: ETORRES@GMSNF.COM**

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

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

Attest:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Witness

**GIFT OF DANCE CLASS, LLC**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Witness

**Exhibit A: Facilities**  
**Exhibit B: Schedule**  
**Exhibit C: Child Safety Guidelines**  
**Exhibit D: Waiver**

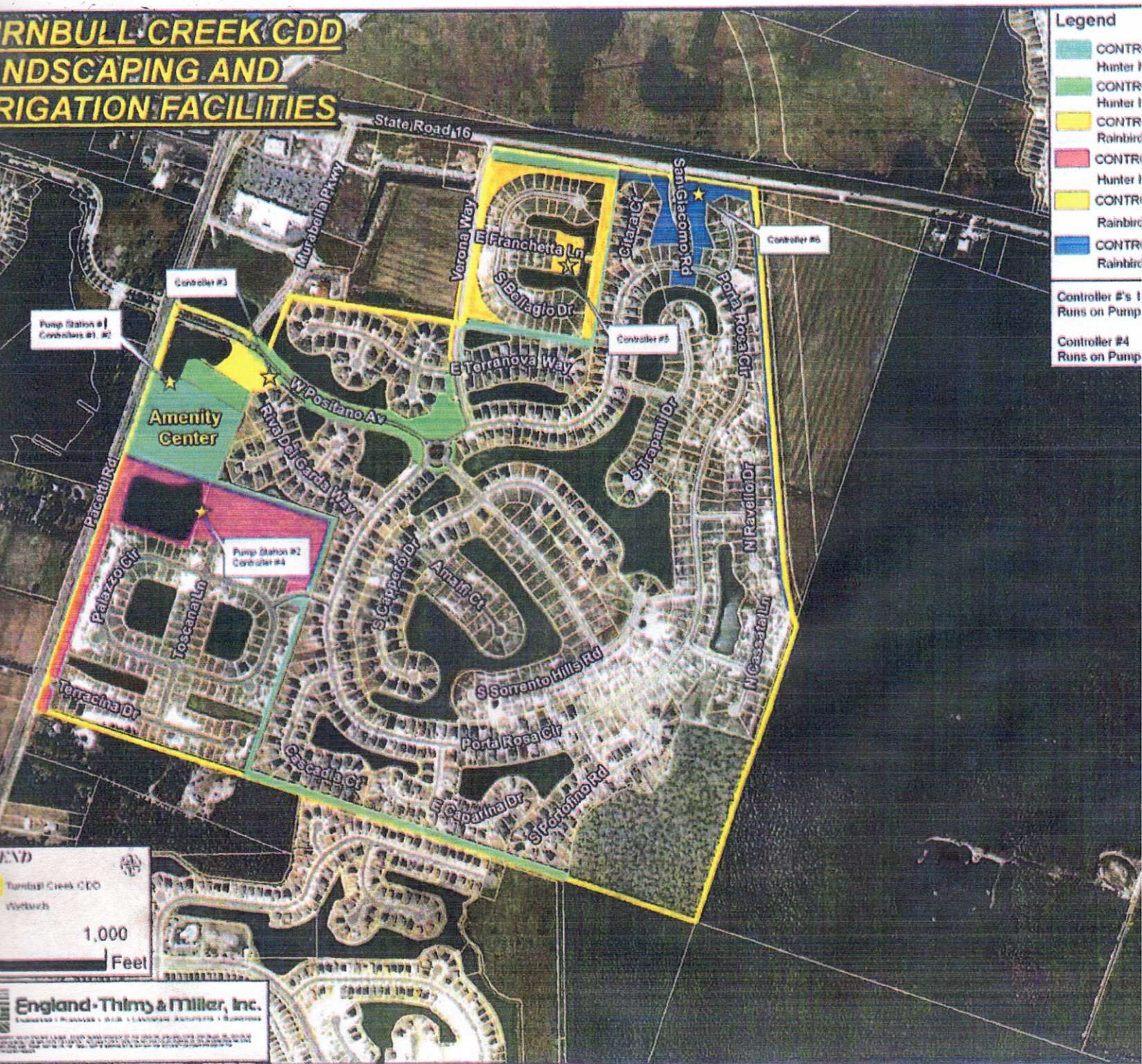
**Exhibit A**  
**Facilities**

[INSERT MAP]

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# TURNBULL CREEK CDD LANDSCAPING AND IRRIGATION FACILITIES





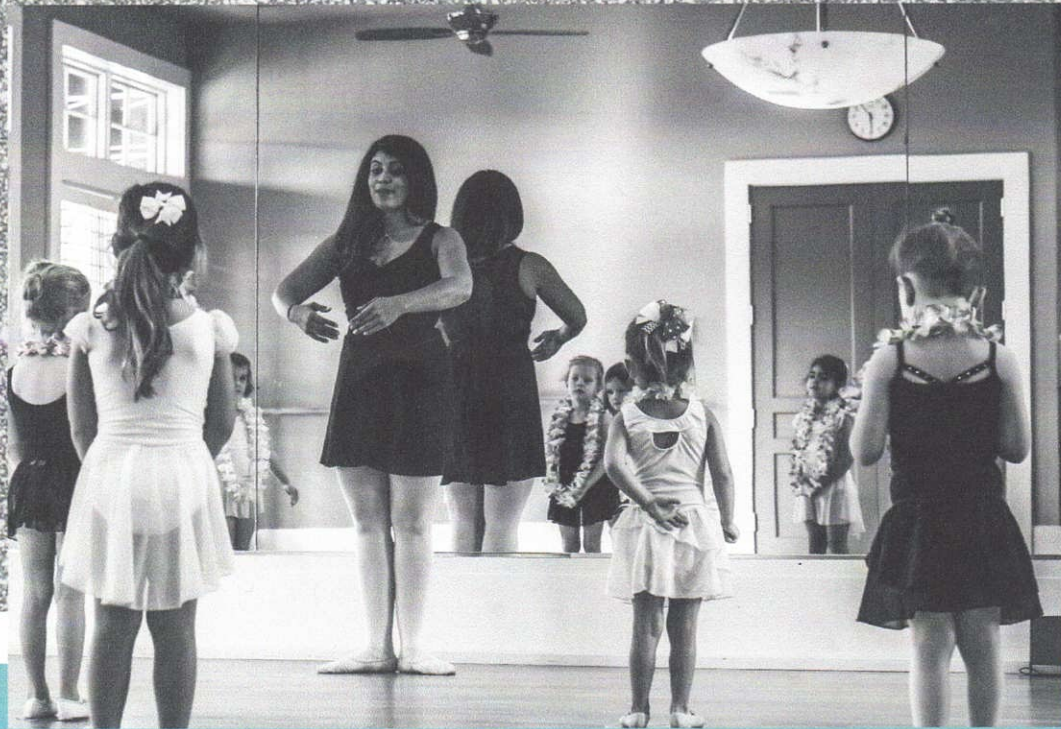
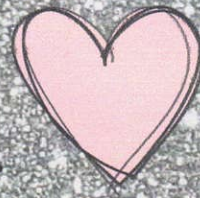
**Exhibit B**  
**Schedule**

**[INSERT SCHEDULE OF DANCE CLASSES]**

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# the gift of dance



Dance classes will begin in  
Murabella on Wednesdays  
January 15th-May 6th

4:00pm- 4:45pm Ages 3-5  
4:45pm-5:30pm K-2nd grade

(Space is limited)  
Cost: \$60 per month

Online Registration opens 12/1

Visit: [giftofdance.net](http://giftofdance.net)

Call: 904-434-5607 OR

Email:

[thegiftofdanceclass@gmail.com](mailto:thegiftofdanceclass@gmail.com)



## **Exhibit C**

### **Child Safety Guidelines**

#### **Introduction**

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and students understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

#### **Purpose**

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

#### **Protection and Prevention**

##### *Volunteer and Employee Screening Procedures:*

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional event volunteers who have only limited contact with students.

#### **Supervision Procedures**

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a “buddy system” whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

#### Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.

- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-student and student-student interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms.

#### Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

**Exhibit D**  
**Form of Waiver and Release**

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:  
GIFT OF DANCE CLASS, LLC  
RELEASE AND WAIVER FORM**

Date: \_\_\_\_\_

Participant Name(s): \_\_\_\_\_

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither Gift of Dance Class, LLC or personnel affiliated therewith, including instructors, are affiliated in any way with the Turnbull Creek Community Development District or its supervisors or staff ("**District**") and that the District makes no representations concerning said personnel's qualifications or ability to teach or lead the dance based activities to be held at the District's facilities and related recreational amenities ("**Dance Classes**").

I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Turnbull Creek Community Development District and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Dance Classes by the above-named participant(s) or to any other use of the District's facilities.

I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) \_\_\_\_\_

(Date) \_\_\_\_\_

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) \_\_\_\_\_

(Date) \_\_\_\_\_

draft





## *TENTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BY AND BETWEEN  
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND LAUNCH PERFORMING ARTS ACADEMY  
REGARDING THE USE OF CERTAIN DISTRICT FACILITIES**

**Commented [JK1]:** Need legal business name, not on dept of corps

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 12th day of May, 2020, 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 ("District"), and

**Launch Performing Arts Academy**, a \_\_\_\_\_, with a mailing address of 398 Jennie Lake Court, St Augustine FL 32095 ("Licensee").

**RECITALS**

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

**WHEREAS**, the District owns and maintains as public improvements recreational facilities which include the clubhouse, as identified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Facilities"); and

**WHEREAS**, Licensee intends to operate a drama program in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit B** ("Drama Program"), and has requested permission from the District to use the Facilities for the Drama Program; and

**WHEREAS**, the District Board of Supervisors ("Board") finds that the Licensee's provision of the Drama Program is a benefit to the community and is in the District's best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

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

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee 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 Agreement.
- 2. GRANT OF LICENSE.** The District hereby grants to Licensee a nonexclusive license to use the Facilities for operation of the Drama Program, in accordance with the terms and conditions contained herein

and in the exhibits hereto ("License"). In consideration of said use of the Facilities, Licensee agrees to the following conditions:

**A.** Licensee's access is limited to the Facilities, as set forth in **Exhibit A**, during the Scheduled Times (as hereinafter defined) only. The Licensee's access does not include the use of any other District facilities, including but not limited to the pool, amenity center or other improvements. Use of the Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Drama Program. The District reserves all rights and privileges in and to the District's property, including the Facilities. This License for the Facilities is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied. No other use of, or access to, the District's recreational facilities is permitted without prior written consent of the District through its designee.

**B.** Licensee's access to the Facilities is limited to the days and times set forth in **Exhibit B** ("Scheduled Times"). This Agreement does not grant access to the Facilities at any other days or times except as set forth herein and as coordinated and approved by the District's designee. The District's designees for purposes of this Agreement shall be its District Manager and its General Manager.

**C.** Only Licensee's rosters of participants, instructors and staff are permitted to use the Facilities pursuant to this License. Licensee shall provide a list of a full roster of Drama Program members to the General Manager, as such list may change from time to time and evidence that each have executed a Waiver (as hereinafter defined). Such submittal shall not waive Licensee's responsibility to procure a validly executed Waiver from each individual as required under this License.

**D.** Licensee's use of the Facilities shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.

**E.** Licensee's use of the Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies, as well as the child safety guidelines attached hereto as **Exhibit C**, by all users under this Agreement. Licensee and all of its staff and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or General Manager as they occur.

**F.** Licensee shall obtain an executed Waiver, substantially in the form provided herein, signed by each of Licensee's students, instructors, staff and any regularly associated volunteers and specifically naming the Turnbull Creek CDD and its supervisors, staff and officers. A sample release and waiver is attached hereto as **Exhibit D** ("Waiver").

**G.** The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, health department requirements, fire

code and other laws ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

**H.** Licensee is permitted to hold drama classes pursuant to this License, including Exhibit B ("Session(s)"). Such Sessions shall be conducted at the Facilities as set forth in Exhibit A and in the manner set forth in Exhibit B and as otherwise provided herein. Licensee shall meet with the General Manager prior to the first scheduled Session to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Sessions, and trash is properly disposed of in trash bags and taken to the dumpster. Licensee may display signage during Sessions only. Signs may be displayed on the day that Sessions are held and must be taken down within two (2) hours of conclusion of such Sessions. Any other permanent signage, other than advertising in accordance with the District's policies, if any, and coordinated through the General Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "This is not a Turnbull Creek CDD sponsored or endorsed event."

**I.** If requested by the District, Licensee shall be required to provide parking monitors for Sessions. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

**District agrees to maintain the following for the Term of the License:**

**J.** The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Session set-up and clean-up. Licensee shall report any damage to the Facilities caused by District employees or Licensees to the General Manager. Upon notification of such damage, the General Manager shall promptly investigate the cause and extent of the damage. The General Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Facilities as provided herein.

**K.** The District shall not be responsible for the personal safety of Licensee's invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

**L.** The District may elect, in its discretion, to provide information concerning Licensee's offerings and schedule so long as Licensee provides the relevant information to the District's designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Turnbull Creek CDD.

3. **TERM.** The term of the License shall commence [REDACTED], 2020, and shall expire on [REDACTED], 20 [REDACTED], unless terminated or extended in writing as provided for herein. This License may be extended for an additional term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

4. **SUSPENSION, REVOCATION AND TERMINATION.** The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a Drama Program and to provide trained and qualified drama instructors when utilizing the Facilities. Licensee shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in the Drama Program 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 participant, attendee, invitee, or other individual while using the Facilities. Any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only be permitted to participate after signing a District Waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. **REVENUE.** Licensee shall be permitted to charge a fee of \$ [REDACTED] ( [REDACTED] Dollars) for each District Patron (as defined in the District's Policies Regarding Amenity Facilities) and \$ [REDACTED] ( [REDACTED] Dollars) for each non-Patron and shall remit to the District ten percent (10%) of all gross revenue. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

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 and \$3,000,000 general aggregate, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$500,000 abuse/molestation coverage and a minimum of \$25,000 medical/dental accident coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. 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 (including, without limitation, costs 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. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

**8. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") 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  
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 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

**B. If to Licensee:** Launch Performing Arts Academy  
398 Jennie Lake Court  
St Augustine FL 32095  
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 Licensee may deliver Notice on behalf of the District and 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 and guests from damage and recognizes that the District's facilities, including the Facilities subject to the License, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee's use. 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 Licensee's use of the Facilities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair

of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

**10. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

**13. NON-TRANSFER.** 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 shall cause the License to become voidable, in the sole discretion of the District.

**14. ENTIRE AGREEMENT.** This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement shall not be recorded in the public records.

**15. PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Ernesto Torres**, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee 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 Licensee 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 Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST  
TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092,  
PHONE: (904) 940-5850, E-MAIL: ETORRES@GMSNF.COM**

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

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

Attest:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Witness

**LAUNCH PERFORMING ARTS ACADEMY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Witness

**Exhibit A: Facilities**  
**Exhibit B: Schedule**  
**Exhibit C: Child Safety Guidelines**  
**Exhibit D: Waiver**



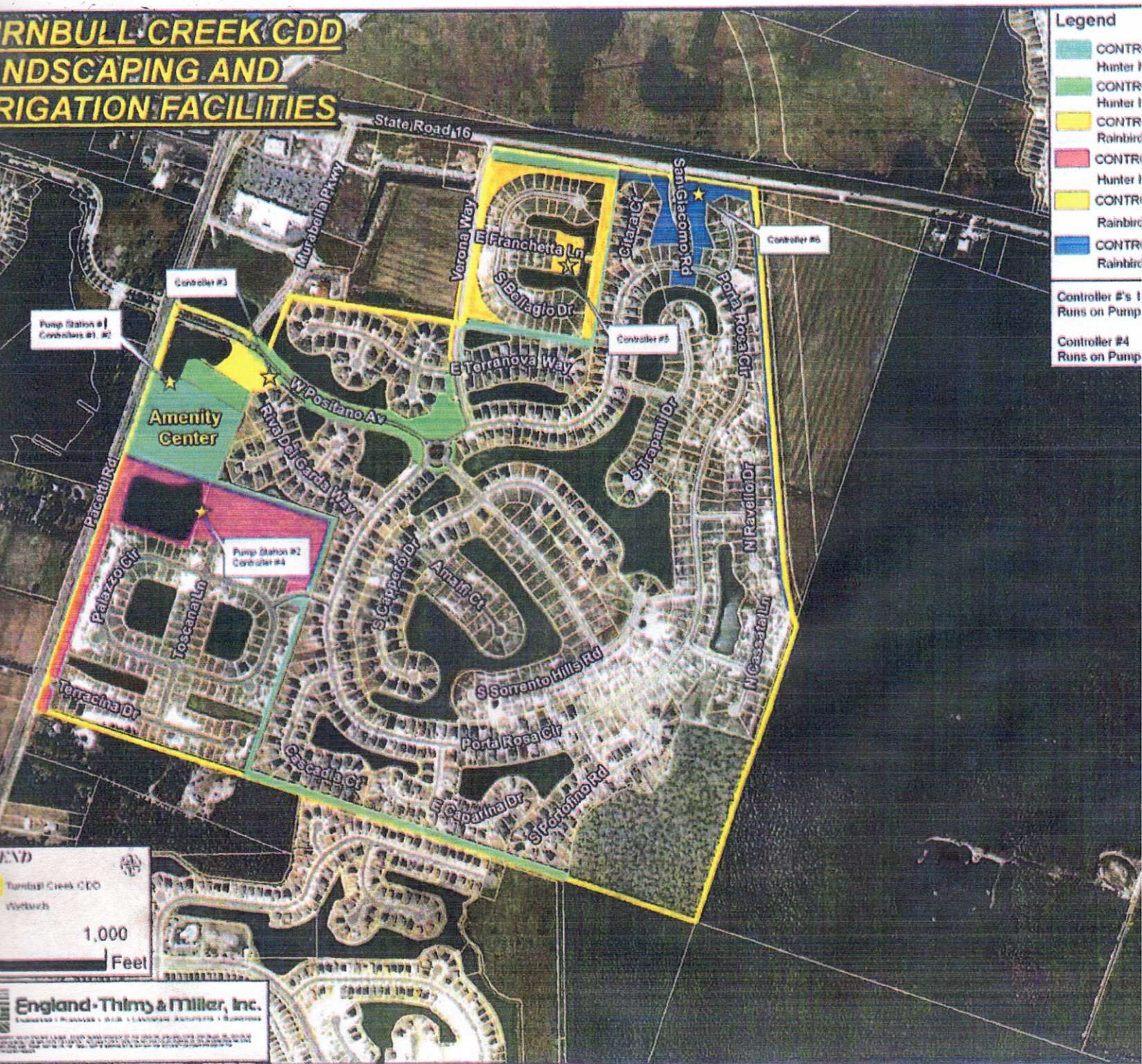
**Exhibit A**  
**Facilities**

[INSERT MAP]

*Draft*



# TURNBULL CREEK CDD LANDSCAPING AND IRRIGATION FACILITIES





**Exhibit B**  
**Schedule**

[INSERT SCHEDULE OF CLASSES]

*Draft*



FUEL YOUR CREATIVITY \* INGITE YOUR PASSION \* LAUNCH YOUR ART

**Murabella Musical Theatre Class February 27 - April 16\***



**Happiness is... Sampler (February 27-April 16\*) (7 Week Session) \$140**

Age: Grades 1-8 Day/Time: Thursday @ 4 pm

Happiness Is...feel good musical theatre songs! Students will love bringing to life warm, fun & happy music as we explore some awesome characters through music, acting and dance!

\*(No Class this week of Spring break March 19th)

For more info & to register: [launchfl.com/classes](http://launchfl.com/classes)

Phone: 904-671-7139 Email: [info@launchfl.com](mailto:info@launchfl.com)

**LAUNCHFL.COM**

## **Exhibit C**

### **Child Safety Guidelines**

#### **Introduction**

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and students understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

#### **Purpose**

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

#### **Protection and Prevention**

##### ***Volunteer and Employee Screening Procedures:***

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional event volunteers who have only limited contact with students.

#### **Supervision Procedures**

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a “buddy system” whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

#### Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.

- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-student and student-student interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms.

#### Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

**Exhibit D**  
**Form of Waiver and Release**

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:  
LAUNCH PERFORMING ARTS ACADEMY  
RELEASE AND WAIVER FORM**

Date: \_\_\_\_\_  
Participant Name(s): \_\_\_\_\_

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither Launch Performing Arts Academy or personnel affiliated therewith, including instructors, are affiliated in any way with the Turnbull Creek Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to teach or lead the drama based activities to be held at the District's facilities and related recreational amenities ("Drama Program").

I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Turnbull Creek Community Development District and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Drama Program by the above-named participant(s) or to any other use of the District's facilities.

I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)  
(Print) \_\_\_\_\_  
(Date) \_\_\_\_\_



Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) \_\_\_\_\_

(Date) \_\_\_\_\_

draft



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

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

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

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Launch Performing Arts Academy 398 Jennie Lake Ct St Augustine FL 32095	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 10200

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4331899-CGL-19	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
			MED EXP (Any one person) \$ 5,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## *ELEVENTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BY AND BETWEEN THE TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT AND FIGHTING TURTLES SWIM  
TEAM, INC., REGARDING THE USE OF THE DISTRICT’S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this \_\_\_\_ day of June, 2020, 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, and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

**FIGHTING TURTLES SWIM TEAM, INC.**, a Florida not-for-profit corporation, with a mailing address of 1737 South Capper Drive, St. Augustine, Florida 32092 (“Licensee” and together with the District, sometimes referred to as 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, which includes a competition pool (“Competition Pool”) and related facilities as district improvements, as shown highlighted on **Exhibit A**, attached hereto and incorporated herein by reference (altogether, the “Amenity Facility”); and

**WHEREAS**, Licensee approached the District and desires to make use of the District’s Amenity Facility for a swim team meeting and swim team practices; and

**WHEREAS**, the District is willing to allow the Licensee to make use of the Amenity Facility as specifically set forth herein, provided that such use does not impede the District’s operation of the Amenity Facility as a public improvement and such use is in compliance with this License Agreement, and provided that the Licensee complies with the provisions set forth herein, including but not limited to the special provisions for usage during the COVID-19 pandemic, including that there shall be no swim meets permitted for the summer of 2020 season; and

**WHEREAS**, the District has determined that providing the Licensee with the ability to use the Amenity Facility 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 for swim team practices, in accordance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference (“License”). In consideration of use of certain portions of the Amenity Facility, Licensee agrees to the following conditions:

**A.** Licensee’s access is limited to the Competition Pool, the adjacent pool deck, the adjacent concession and grill facility, the adjacent field, and the Amenity Facility restrooms as highlighted in yellow on **Exhibit A**, and the parking lot serving the Amenity Facility, along with access to the clubhouse for the swim team meeting only. No other use of, or access to any other portions of the Amenity Facility is permitted.

**B.** Licensee’s access is limited to a swim team meeting and swim team practices on the dates set forth in **Exhibit B**. There shall be no swim meets permitted for the summer of 2020 season.

**C.** The Parties acknowledge that weather conditions and other factors, including but not limited to further outbreaks of the COVID-19 virus and governmental orders and other guidance related to the same, may affect the use of the Amenity Facility at any given time. The District shall have the right to temporarily close the Amenity Facility on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds, when required to do so by any governmental order, or when the District deems doing so to be in the best interests of residents and staff. Licensee shall abide by the decision of the District as to the closure of the Amenity Facility. Licensee shall be responsible for the safety of its staff, guests, invitees, agents, or participants during such times. Licensee further agrees that the District shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities.

**D.** Only swim team participants and coaches are permitted to enter the Competition Pool, except in case of emergency. Family members and/or guests of Licensee may not use the Competition Pool in conjunction with this License. Failure to abide by the terms of this License, including but not limited to this provision, is considered a material breach and may result in immediate revocation of the License herein granted.

**E.** Swim team membership shall be open first to residents of the District. Under no circumstances may a District resident be turned away from participation on the team unless such individual fails to satisfy the safety and swim test requirements administered to all potential swim team participants. Otherwise, swim team membership may be open to non-members, up to a maximum of sixty (60)

swimmers, provided however that it shall be Licensee's responsibility to enforce social distancing for the duration of the COVID-19 public health emergency.

**F.** Licensee's use of the Competition Pool shall be contemporaneous with the use of the Amenity Facility by District Patrons (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.

**G.** One outside swim lane shall be kept open at all times during swim team practice to allow District Patrons to use the Competition Pool.

**H.** Licensee shall ensure the schedule set forth in **Exhibit A** is coordinated with the District's onsite management staff, which schedule must be approved in writing prior to conducting any such activities. Licensee shall meet with the management staff to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the individual event and trash is properly disposed of in trash bags and taken to the dumpster. Any permanent signage, other than advertising in accordance with the District's policies and coordinated through the management staff, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall state in legible font: "This is not a Turnbull Creek CDD sponsored or endorsed event." Any proceeds generated from the events, sales and sponsorships shall remain with Licensee.

**I.** Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

**J.** Licensee's use of the Competition Pool shall be subject to the policies and regulations of the District and Licensee acknowledges receipt and reading of all such policies and rules.

**K.** 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 C**, fully executed by each swim team participant and the parent or legal guardian of such swim team participant, resident AND non-resident, along with all swim meet participants and their guardians, prior to that swim team participants' use of the Amenity Facility. The Licensee shall not permit any swim team participant to use the Amenity Facility without first providing the District with a fully executed Release for such participant. Should the Licensee fail to comply with this section 2.K., the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

**L.** The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and

requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but in no way limited to, USA swimming guidelines, health department requirements, fire code and other laws (“Laws”). It is Licensee’s responsibility to know, understand and follow such Laws. Further, Licensee shall comply at all times with the Guidelines for Swim Team Usage, set forth in **Exhibit E** hereto and incorporated herein by this reference.

**M. Usage During the COVID-19 Pandemic.** Effective immediately and until the conclusion of the COVID-19 pandemic, the Licensee must implement the following measures:

- a. The Licensee is responsible for enforcing social distancing among its participants, consistent with all federal, state, and local recommendations and/or requirements, guidelines, and best practices, including but not limited to those promulgated by the State of Florida through executive orders or otherwise, by the Center for Disease Control and Prevention, and by USA Swimming, Inc., the latter of which are available at the following link: [https://www.usaswimming.org/docs/default-source/coaching-resourcesdocuments/covid-19-team-resources/facility-reopening-plan-guidelines.pdf?sfvrsn=8a533a32\\_2/](https://www.usaswimming.org/docs/default-source/coaching-resourcesdocuments/covid-19-team-resources/facility-reopening-plan-guidelines.pdf?sfvrsn=8a533a32_2/).
- b. The Licensee shall allow no more than four swimmers per lane, to the extent feasible while complying with the aforementioned guidelines and requirements, as depicted in **Exhibit F**. If participants are unable to comply with the guidelines, Licensee shall limit swimmers per lane to that required for compliance with stated regulations, which may change from time to time.
- c. All individuals associated with the Licensee must submit a COVID-19 Addendum to the Release in substantially the form attached hereto as **Exhibit D** before accessing the District’s Amenity Facility. Allowing use without an executed Release and Addendum is grounds for termination of this License Agreement and revocation of the License.
- d. Parents and other spectators shall be prohibited from the pool deck during practices, and Licensee agrees to implement a safe and reasonable means to facilitate the entry and exit of swimmers between practice groups. This does not prohibit any staff or volunteers associated with the Licensee from being present on the pool deck.
- e. Before allowing any individual to access the District’s Amenity Facility or other facilities, the Licensee shall ask the following screening questions, and if the answer to any is “yes,” prevent that individual from accessing the Amenity Facility or other facilities:
  - i. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or

diarrhea?

- ii. Have you been in close contact (within 6 ft for at least 5 minutes) with anyone with the beforementioned symptoms?
  - iii. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?
  - iv. Have you been exposed to anyone who is currently waiting for COVID-19 test results?
  - v. Have you traveled internationally or been on a cruise during the past 14 days?
  - vi. Have you traveled to an out-of-state hotspot or to an in-state hotspot (Miami-Dade, Broward or Palm Beach counties) during the past 14 days?
- f. In the event that any individual associated with the Licensee who has used the District's Amenity Facility or other facilities tests positive for COVID-19, the Licensee shall immediately notify the District and cease all use of the Amenity Facility or other facilities until the District notifies the Licensee that use may resume.
- g. Swimmers shall show up changed and ready to swim and may not change at the District's facilities. Use granted herein is limited to the pool deck and pool and no use of locker room facilities is permitted. Swimmers shall bring their own equipment and not use shared equipment.

**3. COMPENSATION; TERM.** The term of the License shall be from June \_\_, 2020, through July 31, 2020, unless terminated or revoked pursuant to section 4 below. However, the covenants and obligations of Licensee contained in sections 2 (Releases), 7, 9, and 10 shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement. Licensee shall remit 10% (ten percent) of all gross revenue to the District. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

**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. District may also elect to cancel one or more individual scheduled events permitted hereunder while permitting the remainder of this License Agreement to remain in effect. Licensee may terminate this License Agreement upon written notice to the District.

**5. PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a swim team and to provide certified, trained, and qualified swimming instructors and/or coaches. Licensee further represents that its swimming instructors and/or coaches are certified as provided



in section 514.071, *Florida Statutes*, and all other applicable laws. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants, staff and invitees. All minors participating in the swim team shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any swimmer while using the Amenity Facility. Any and all waivers signed by Licensee's swimmers shall acknowledge the fact that the District is not responsible.

**6. CAPACITY OF POOL.** The size of the swim team shall be limited to a maximum of sixty (60) participants, provided however that Licensee shall be responsible for enforcing appropriate social distancing for the duration of the COVID-19 public health emergency. Licensee shall be responsible for determining the appropriate ratio of swim team participants to coaches and shall provide the expected number of swim team participants to the District's management team and cooperate in good faith with District staff to ensure that the pool capacity is not exceeded and, for the duration for the COVID-19 pandemic, that appropriate social distancing is enforced.

**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 staff, agents, resident and non-resident participants, guests, or invitees. The District and its supervisors, officers, 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 staff, agents, participants, guests, or invitees, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. 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:

<b>A. If to the District:</b>	Turnbull Creek Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
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<b>With a copy to:</b>	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301
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Attn: District Counsel

**B. If to the Licensee:**

Fighting Turtles Swim Team, Inc.  
1737 S. Capper Drive  
St. Augustine, Florida 32092  
Attn: \_\_\_\_\_

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 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 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 Amenity Facility under this License Agreement. Licensee shall commence repair any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

**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.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Licensee 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 Licensee 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 Licensee'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 Licensee, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-904-940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.**

**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.

*[Remainder of page intentionally left blank]*

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

Attest:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

Witness:

**FIGHTING TURTLES SWIM TEAM, INC.**

\_\_\_\_\_  
Signature

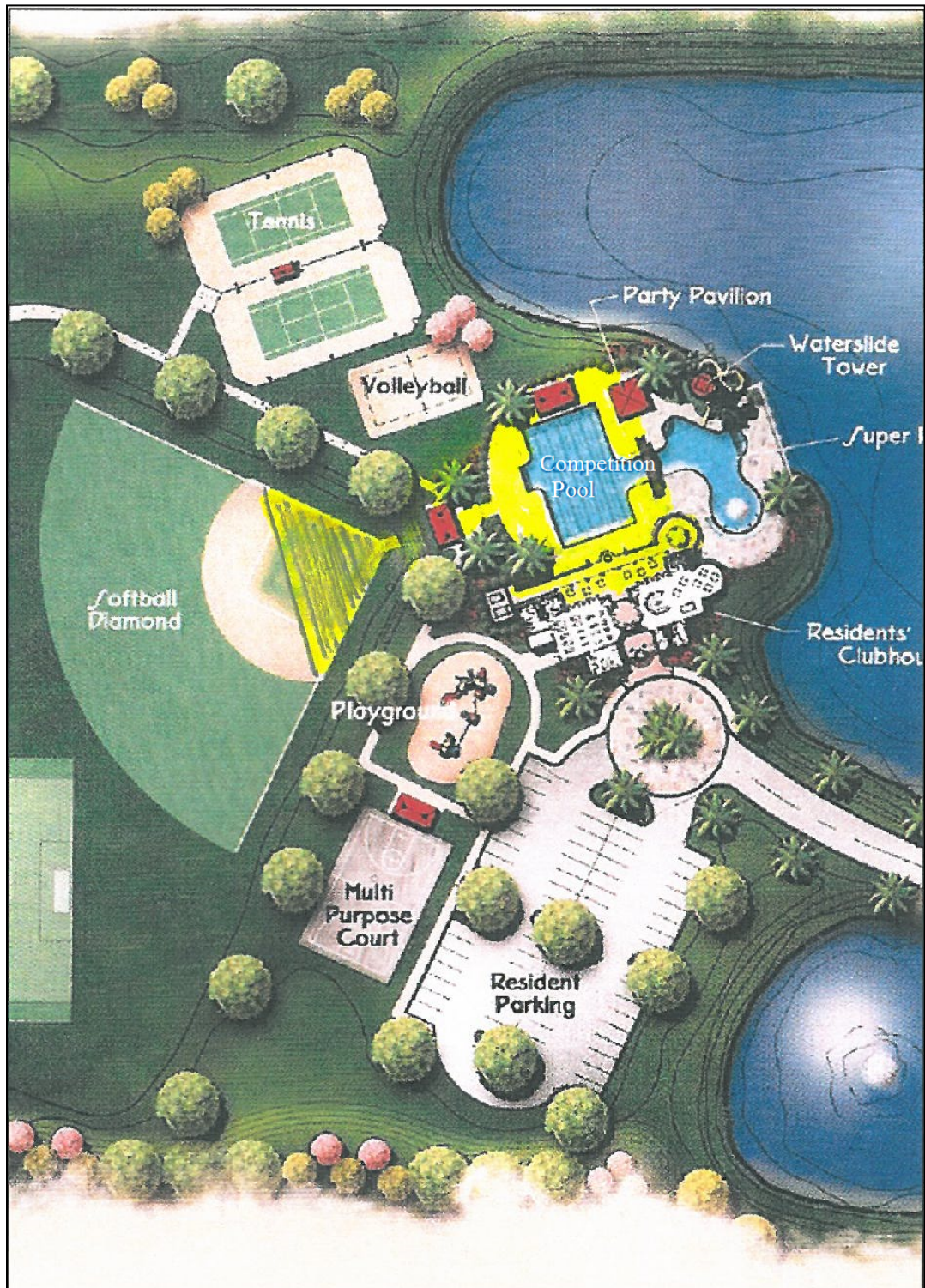
\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:**     Amenity Facility Map  
**Exhibit B:**     Schedule of Swim Team Practices  
**Exhibit C:**     Waiver and Release  
**Exhibit D:**     COVID-19 Addendum to Waiver and Release  
**Exhibit E:**     Guidelines for Swim Team Usage  
**Exhibit F:**     Lap Lane Social Distancing Guide

**Exhibit A**  
**Amenity Facility Map**



**Exhibit B**  
**SWIM PRACTICE SCHEDULE**

From June ___, 2020 to July 31, 2020						
Tuesday – Friday, 7am-10am						
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
			June 17 7am-10am	June 18 7am-10am	June 19 7am-10am	
		June 23 7am-10am	June 24 7am-10am	June 25 7am-10am	June 26 7am-10am	
		June 30 7am-10am	July 1 7am-10am	July 2 7am-10am	July 2 7am-10am	
		July 7 7am-10am	July 7 7am-10am	July 9 7am-10am	July 10 7am-10am	
		July 14 7am-10am	July 15 7am-10am	July 16 7am-10am	July 17 7am-10am	
		July 21 7am-10am	July 22 7am-10am	July 23 7am-10am	July 24 7am-10am	
		July 28 7am-10am	July 29 7am-10am	July 30 7am-10am	July 31 7am-10am	

\*One lane will be made available to residents during all practices.

**MISCELLANEOUS CLUBHOUSE, DECK, AND POOL AREA USE**

Registration at Clubhouse
_____
5:00 p.m. to 8:00 p.m.
(Date to be coordinated with District Staff)
Swim Team Meeting at Clubhouse
_____ to _____
(Subject to capacity and other limitations due to the COVID-19 pandemic)

**Exhibit C**  
**WAIVER AND RELEASE**

In consideration of being allowed to participate, I, \_\_\_\_\_, on behalf of myself, my personal representatives, my minor 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 amenity center 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 Fighting Turtles Swim Team, including any and all on-site or off-site activities related to the Fighting Turtles Swim Team, and any transportation to and from such activities, to the fullest extent permitted by law. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my own, 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 Fighting Turtles Swim Team. 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, 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



**Exhibit D**  
**COVID-19 ADDENDUM TO WAIVER AND RELEASE**

In addition to the terms of the Waiver and Release, by signing this COVID-19 Addendum ("Addendum") I acknowledge that I have freely chosen to have my child participate in certain recreational activities (the "Activities") provided by the Fighting Turtles Swim Team, Inc. ("Swim Team") at the Turnbull Creek Community Development District ("District") amenity facilities ("Facilities"). I understand that the District and the Swim Team have taken reasonable precautions to protect parents, participants, staff, and spectators from exposure to COVID-19 during these Activities. Those measures include, but are not limited to, verbal screening of attendees and staff and reasonable enforcement and implementation of social distancing and sanitization.

I agree that by participating in the Activities, I will fully comply with all such measures or face ejection from the Facilities. I further acknowledge that my attendance may result in risk of exposure to COVID-19 in spite of the above measures, and I assume any such risk that may arise therefrom. I accept full responsibility for all medical expenses for any injuries, illness, or exposure I might receive by reason of my attendance and/or participation.

By signing this Addendum to the Waiver and Release, I also hereby release the District and its Supervisors, officers, staff, employees, agents, assigns and volunteers ("Released Parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of (a) my participation in the Activities, (b) a failure to comply with the measures imposed by the Swim Team or District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; or (d) any damage, injury, or illness caused by myself or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorney fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgement and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below or that I am 18 years of age or older.

**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 ADDENDUM TO THE WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST(S) UTILIZE THE DISTRICT'S FACILITIES OR LANDS.**

IN WITNESS WHEREOF, I have signed this Addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAMES OF MINOR CHILD(REN): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



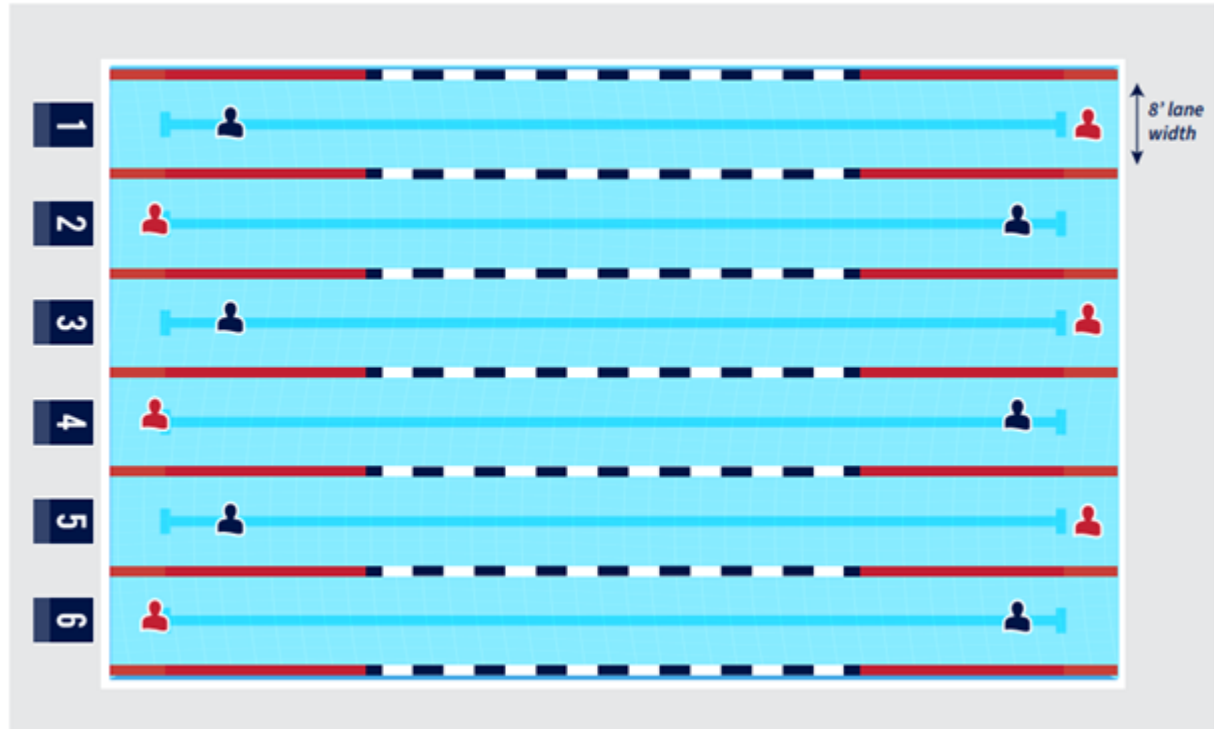
**Exhibit E**  
**Guidelines for Swim Team Usage**

1. Usage of the Amenity Facility is limited to the facilities named in the Agreement ONLY. Swim team members that are not District residents or paid users of the other facilities shall not have access to other District facilities.
2. Swim Team is required to provide for lifeguards as may be needed.
3. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies. Swim team will provide an assigned gate monitor and locker room monitor for times when it is utilizing the facilities.
4. Swim Team shall not store any equipment on site without written approval by the District in advance of such storage. However, the Swim Team is permitted to store clear boxes with boards, fins, flags and time clock against the fence by the pump gate for the term of this License, recognizing the District shall not be responsible for said items in any way.
5. The Swim Team shall be responsible for sanitizing and straightening chairs, removing any debris and clean the pool deck, locker rooms/restrooms (from any additional impacts), sidewalk, and parking lot after each practice/lesson session, as warranted.
6. At all times that the facility is open to the public, one lane shall be reserved for recreational lap swimmers. In the event the one lane reserved for recreational lap swimmers is filled, Swim Team shall collapse so that a second lane is available to the public. Other restrictions may apply during the COVID-19 public health emergency, or as otherwise required by the District.
7. Swim Team roster must be provided to the District at least seven (7) days prior to the first day of commencing swimming practices. The roster must include all coaching staff.
8. No swim meets are permitted for summer of 2020.
9. No outside vendors may be brought in during the summer of 2020. Any future vendor use shall be as permitted by the General Manager.
10. All swimmers on the Swim Team must be capable of swimming a minimum of twenty-five (25) yards continuously and shall be at least nine (9) years old. For the summer of 2020 program, the Swim Team is committed to having 4-8 coaches or other staff/volunteers on deck at all times to ensure social distancing and safety.
11. Swim Team size is limited to no more than sixty (60) participants, provided however that Swim Team is responsible for enforcing social distancing requirements. Swim Team may include non-resident participants; however, District residents must ALWAYS be given priority in Swim Team admittance. No prospective resident swim team member may be denied admittance unless he or she fails the swim test required for participation.
12. Proof of insurance must be provided to the District prior to practices/programs beginning.
13. Swim Team contract with the District must be signed and provided to the District prior to practices/programs beginning.
14. Swim Team is responsible for and must ensure that, prior to registration and/or payment with the Swim Team, each prospective resident Swim Team member demonstrates proof of residency and/or shows proof of a current and unexpired User Access Card. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy. ALL program participants, resident and non-resident, must complete waiver and release and must be fully covered by Swim Team's insurance. Swim Team shall further be responsible for clear and concise communication to parents and swimmers about COVID-19 requirements and practice adherence at all times.
15. The Swim Team is required to have a person certified in American Red Cross Lifeguarding and CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices/programs. All minors must be supervised at all times.

Exhibit F  
Lap Lane Social Distancing Guide



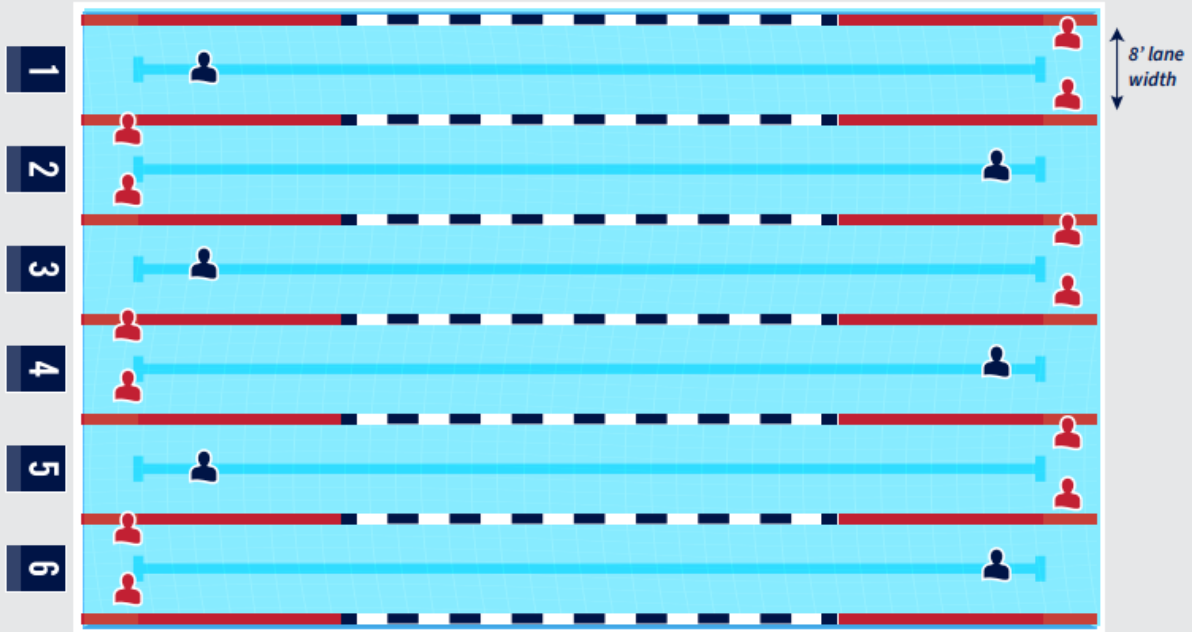
SOCIAL DISTANCING PRACTICE LAYOUT  
25-YARD, 6-LANE POOL



**12 SWIMMERS**



## SOCIAL DISTANCING PRACTICE LAYOUT 25-YARD, 6-LANE POOL



**18 SWIMMERS**



## SOCIAL DISTANCING PRACTICE LAYOUT

# 25-YARD, ON-DECK, SIT DOWN SLIDE SETS IN CIRCLES

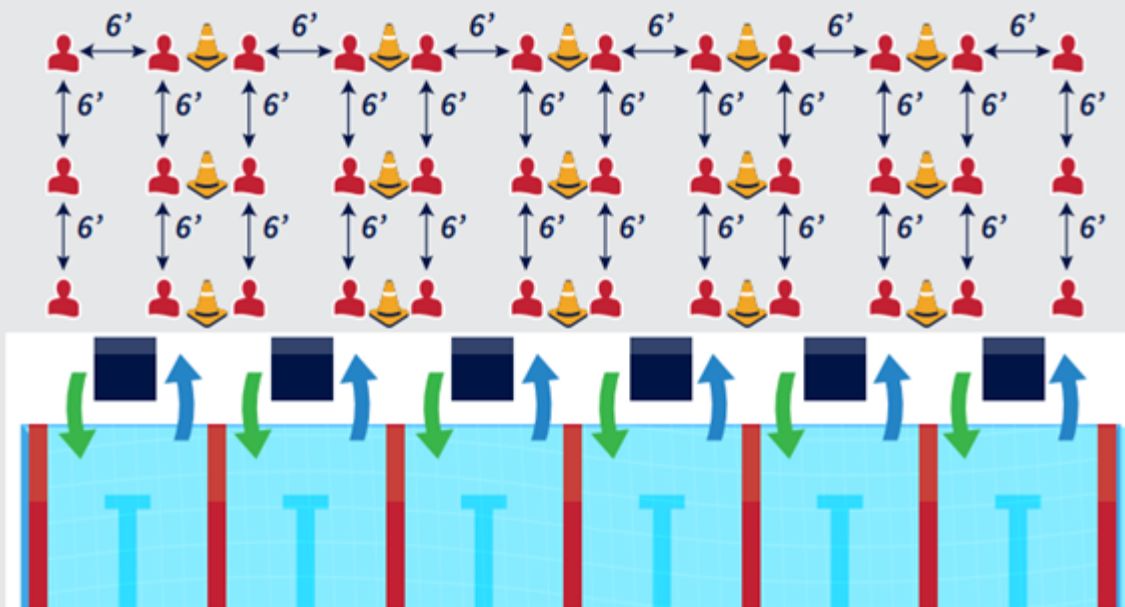
Swimmers maintain 6 feet apart. Mark deck with 2-inch wide colored duct tape.

Sit down/slide in to enter water.

End of set climb out and go to assigned spot.

The more "eyes" on deck the better.

Use cones or other barriers to help with separation - deck needs to be wide enough to accommodate 6' of social distance.



*TWELFTH ORDER OF BUSINESS*

*C.*

*1.*

# ***Turnbull Creek Community Development District***

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** June 16, 2020  
**To:** Turnbull Board of Supervisors  
Ernesto Torres, Richard Whetsel  
**From:** Jerry Lambert, Operations Manager  
Erick Hutchison, Amenity Manager  
**Re:** Turnbull Creek CDD  
**Monthly Murabella Operations Report**

**The following is a summary of activities related to the RMS operations of the Turnbull Creek Community Development District.**

### **Site Field Manager: Jerry Lambert**

- Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
- Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
- Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
- Meeting with Duval (Mike Johnson) in regard to landscaping issues and updates.
- Communications with Josh Boucher (Duval) with irrigation leaks as they occurred for repairs.
- Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
- Follow-up with County Roads & Bridges (Shawn Takcet) for sidewalk regrading and grading low areas near San Giacomo entrance. (to start weather permitting 6/15/2020)
- Coordinate alligator removal with Florida Fish & Game (Pond #2) 6 footer.
- Replaced 6 bad lights at entrance of amenity center with LED's
- Power washed all 3 mail kiosk for spider webs and wasps (Sprayed)
- Pressure washed basketball court and started with tennis courts
- Researched for proposals to resurface/reline tennis courts with pickleball lines included
- Contacted Jason Shaw Trees Services and had 15 trees removed on berms throughout community
- Created and implemented a Duval weekly audit check sheet



- Dedicated much time in preparing amenity center areas for the Covid 19 pandemic

**Amenity Manager: Erick Hutchison**

- Successfully implemented and managed mymurabella.com to accommodate pool and gym reservations
- Held a car parade for graduating seniors
- Brought back Food Truck Friday
- Staying in communication with all programs/sports
- Purchased gym equipment
- Successful implementation of Lifeguards
- Envera security proposal
- Kept residents up to date with Covid restrictions

**Other Ongoing Projects: Site**

- (On going) Sanding and painting of rusted playground equipment to meet our insurance inspection request. (25% completed)

Should you have any questions or comments regarding the above information, please feel free to contact me at (248) 807-2763 or Rich at (904) 759-8923.

3.



(904)903.6958

www.prosealedasphalt.com

*June 5, 2020*

Attn: Jerry Lambert – Riverside Management Services

RE: Turnbull Creek CDD-Murabella 101 W. Positano St. Augustine, FL 32092 (1 Double Tennis Court)

**Pro Sealed Asphalt, Inc. proposes to repair/repaint the tennis court per the following specifications:**

- Machine sand the entire courts to remove minor irregularities in the asphalt and remove some of the high aggregate.
- Flood the courts and patch areas holding water to 1/16" tolerance after draining according to the USTA guidelines.
- Run patch mix into any cracking or major pits that have occurred on the courts.
- Machine sand all patches and bird baths to a smooth surface.
- Squeegee one coat of Sportmaster sand-filled resurfacer over the entire court.
- Squeegee two coats of Sportmaster sand-filled paint (Owner's Choice of Color) over the playing surface.
- Squeegee two coats of Sportmaster sand-filled paint (Owner's Choice of Color) over the exterior surface.
- Stripe the court for tennis producing sharp, white lines.
- Stripe the court for pickleball producing sharp, yellow lines.
- Existing posts and nets will be re-installed unless owner chooses from one of the options below to replace the equipment.

**Pro Sealed Asphalt, Inc. proposes to do the following for the price of \$12,000.00**

**\*This price is subject to change after the court is flooded since Pro Sealed Asphalt, Inc. did not pave the surface\***

**\*\*PAYMENT TERMS: 50% DEPOSIT; REMAINDER DUE UPON COMPLETION. 90% OF BALANCE MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED FURTHER IN THE CONTRACT.\*\***

**\$1,200.00 mobilization fee applied to each additional mobilization. Job is priced to be completed in 3-4 mobilizations (All Weather Permitting!) This fee applies as well if PSA comes out on agreed upon start date and we are unable to begin. Down-time due to customer responsibility will be an additional fee. This pricing only includes weekday, daytime work. Weekend and night work will incur an additional fee. Fee to be determined at time of request.**

**\*\*Tennis court gates will need to remain locked, and not used during resurfacing and drying time. PSA is not responsible for damage as are result of persons breaking through barricades or entering the courts without permission.\*\***

#### **ADDITIONAL OPTIONS**

Please mark selected items

☐ Supply and install new tennis net - **\$250.00 per net**

☐ Supply and install new set of tennis posts - **\$385.00 per set**

## **WARRANTY:**

**Pro Sealed Asphalt, Inc.** guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return.

**Exception to Warranty:** Any of the cracks in existing courts surface and/or any new cracks may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Since Pro Sealed Asphalt was not the original contractor to pave/resurface court we are not responsible for peeling/cracking of paint due to incompatible or previously used non-professional grade material.

**Please initial here for understanding of warranty:** \_\_\_\_\_

## **NOTES:**

- 1.) It is recommended that owner should spray insects and vegetation on or around courts (2) weeks prior to work commencement.
- 2.) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 3.) Owner to provide suitable access for equipment, water, and electric as required.
- 4.) Should owner request additional material applied or other work performed to the surface of court which is not outlined above it will be at an additional cost to the owner.

## **CONDITION OF SALE:**

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse **Pro Sealed Asphalt, Inc.** the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
- 5) Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.
- 6) Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal/patching of asphalt/concrete areas.
- 7) If there is a work order change at any time during this project a work order change sheet will be submitted for signature and approval. Once accepted payment for new change order is due prior to commencement of new work.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in **Duval County, Florida** and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request \*any changes or additions to standard coverage at additional cost.

## **COLOR SELECTION:**

**Interior:** \_\_\_\_\_

**Exterior:** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_  
**(Signature)**

**Date Signed:** \_\_\_\_\_

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

**Print Title:** \_\_\_\_\_

**Pro Sealed Asphalt, Inc.**



7011 Wilson Rd. West Palm Beach Fl. 33413

888-423-1120

May 28, 2020  
Turnbull Creek CDD  
101 W. Positano  
St Augustine, FL 32092

Dear Jerry,

Thank you for the opportunity to bid on the resurfacing of the double tennis court at Turnbull Creek CDD.

Here at Sports Surfaces, we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sports Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from private clubs to large athletic facilities.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at [www.sportsurfaces.com](http://www.sportsurfaces.com).

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

*Theo Strauss*

Estimating / Sales - Sport surfaces LLC



## PROPOSAL/AGREEMENT

May 28, 2020

### CUSTOMER

Turnbull Creek CDD  
101 W. Positano  
St Augustine, FL 32092

**Agreement made between Sports Surfaces LLC hereinafter called the Contractor, and Turnbull Creek CDD, hereinafter called the Customer, for the resurfacing of a double tennis court with respect to the following terms and specifications:**

### TENNIS COURT PREPARATION: Area to be approximately: 120' x 120'

The Contractor will pressure clean and power blow court as necessary to remove loose dirt and oils.  
The Contractor will flood the court area to locate and mark "birdbath" depressions holding water.  
The Contractor will patch depressions holding water with depth greater than 1/8" using acrylic patch binder.  
The Contractor will clean and fill cracks using acrylic crack filler.  
The Contractor will sand all patched areas in preparation for acrylic surfacing system.

### TENNIS COURT SURFACING / STRIPING:

The Contractor will apply (1) **Coat of Acrylic Resurfacer** to fill voids and provide a uniform base surface.  
The Contractor will apply (2) **Coats of Acrylic Color** to provide to provide in-depth color and texture. **Color TBD**  
The Contractor will accurately locate and mark playing lines on the court surface.  
The Contractor will apply striping tape using taping machine for pinpoint accuracy.  
The Contractor will seal the tape to eliminate bleeding of line paint onto the court surface outside of the playing lines.  
The Contractor will apply line primer to prepare surface for heavy bodied textured acrylic latex line paint. **Color TBD**  
The Contractor will paint 2" wide tennis playing lines in accordance with USTA regulations.

### PROVISIONS:

The Customer agrees to pay a 33% deposit due upon acceptance of proposal  
The Customer agrees to pay a 33% deposit due upon commencement.  
The Customer agrees to pay balance upon completion of the above-proposed work.

### PRIVACY / TERMS & CONDITIONS POLICY:

CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR PRIVACY / TERMS AND CONDITIONS WHICH CAN BE FOUND ON OUR WEBSITE:

<https://sportsurfaces.com/terms-and-conditions/>

### FEE:

The Contractor agrees to provide tools, materials, labour, supervision and insurance to complete the above work for a sum of:  
**\*\*\*TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900.00)\*\*\***

Respectfully submitted by: Theo Strauss Title Estimator

Proposal accepted by: \_\_\_\_\_ Title \_\_\_\_\_

\*Prices are subject to change after thirty days. Our bid prices are based upon you providing adequate access and storage areas.



**OPTIONS: Alternate addition - Please initial to accept**

Option I: \_\_\_\_\_ The Contractor will supply and install a complete fiberglass membrane over the entire court area, in lieu of fiberglass strips only, to prevent reflection of existing crack repairs and aid in the prevention of new cracks from forming on the court surface. **Add \$9,500.00**  
(Requires (1) additional coat of acrylic resurface included in price.)

Option II: \_\_\_\_\_ The Contractor will supply and install (1) pair of new Edwards Nest Posts set in existing sleeves. **Add \$350.00**

Option III: \_\_\_\_\_ The Contractor will supply and install (1) new Edwards 30LS Tennis net. **Add \$350.00**

Option IV: \_\_\_\_\_ The Contractor will apply 2" wide pickleball playing lines, 20' x 44', the centered on each tennis court utilizing the tennis net as the pickleball net. **Add \$650.00**

Option V: \_\_\_\_\_ The Contractor will supply and install (1) Convert-A-Net tennis net height adjustment systems for pickleball play. **Add \$200.00**





Att: Jerry Lambert  
Murabella Amenity Center  
101 W. Positano Ave  
St. Augustine, FL 32092

June 5, 2020

Following are the specifications and price to repair and resurface two existing tennis courts at Murabella Amenity Center, St. Augustine, Florida. *Courts will require ant treatment before commencing work.*

1. Scrape the court's surface of all dirt, debris and loose material.
2. Machine sand the surface of courts as necessary to smooth and repair any uneven areas.
3. Patching - Using tennis court grade patch compounds:
  - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b. Cover and fill any rough, cracked or deteriorated areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. **Center divider wire fencing will be removed by customer.** We will patch seven (7) post holes in court, and sand level.
  - e. Cracks along fence line will be patched with patching compound.
4. Leveling Course - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the tennis courts with a broad squeegee according to manufacturer's recommended coverage rates.
5. Texture and Finish Courses - Apply two successive coats of tennis court grade filler coat (sand-filled acrylic color coating) to the entire area of the tennis courts with a broad squeegee according to manufacturer's recommended coverage rates.
6. Finished colors will be owner's choice of any two from manufacturer's standard colors. Courts are Competition green centers with Red borders.
7. Lines - Paint two (2) sets of regulation two-inch-wide white playing lines for the tennis courts. *Option to add two (2) sets of pickleball lines, one set per tennis court utilizing the tennis net for playing. (Below as Add-On pricing, customer to make decision what color for pickleball lines).*
8. Two new tennis nets will be provided and installed as Add-On pricing.
9. Remove all excess materials and debris from the job after completion of the work.





All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

Exception to warranty - Any of the cracks in existing court's surface and / or any new cracks may reflect through the finished surface at any time. **This does not constitute a defect in materials or workmanship.**

Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

Our work schedule is weather dependent and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there maybe days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

Except in the cases where we build the court(s) new, we cannot take responsibility for defects in existing asphalt or concrete provided by others. This includes finish, cracks and slope. We will always do our best to work with what we are given but resurfacing is only a temporary fix. It will mask underlying issues for a period of time, but it does not repair them permanently.

In order to drain properly, outdoor/uncovered courts must have a minimum slope of 1" per 10'

The total price for the above outlined work is **\$14,880.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 7,440.00
Second Draw: Due upon completion of job	\$ 7,440.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

For:

Bryan McMandon  
Managing Member



**Add-On #1** – **Annual Court Maintenance Program (ACMP)** – Within a one-year period after resurfacing and each year thereafter, we will pressure wash the court(s) and while on site perform an inspection. During the inspection, if it is noted that additional repairs are needed, a separate proposal will be prepared for acceptance. Maintenance program will renew each year unless customer chooses to opt out. We will credit the full value of the ACMP, for up to 4 years, towards the next resurfacing, at which point we will deduct the amount invested in the program from our resurfacing proposal.

Add **\$350.00 per court** to the base bid for Add-On #1. \_\_\_\_\_

**Add-On #2** – Pickleball Lines – paint two sets of pickleball lines onto the tennis court's surface while we are resurfacing the court. The game will be played using the existing tennis nets.

Add **\$750.00** to the above base bid for Add-On #2. \_\_\_\_\_

**Add-On #3** – Tennis nets – Provide and install two new tennis nets.

Add **\$475.00** to the above base bid for Add-On #3. \_\_\_\_\_

4.

# St Augustine Fence & Outdoor Construction

4701 State Road 16 St Augustine, FL 32092

904-687-6087 Office

License # BL-5361

www.outdoorconstruction.net

## PROPOSAL/CONTRACT

Date	Proposal/Contract #
6/4/2020	9754

Customer
Jerry Lambert 248-807-2763

Description	Total
Jobsite: 101 W Positano Ave St Augustine 32092	1,400.00
Remove The Existing Chainlink Fabric in The Dividing Fence in The Tennis Courts	
Replace the 10' Black Chainlink Fence Fabric ONLY	
* Use The Existing Posts	
* Use All of The Existing Hardware	
* New Fence Ties	
50% Deposit	
50% Due Upon Completion	

By execution of this document, Buyer acknowledges that he/she has read and understands the terms & conditions set forth. Customer must assume responsibility for placement of fence unless all survey pins are uncovered. St Aug. Fence Inc. will assist in locating pins if survey is provided. All material will remain property of St Aug.Fence Inc until paid in full. There will be a \$65 per hr to cut back any large debris above or below ground. St Aug. Fence Inc. is not responsible for damage to underground obstructions such as utilities,sprinkler lines, pipes, etc. Customer will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once proposal is signed, this is a binding contract. Proposal is valid for 30 days. Cancelled Orders will be subject to a 50% restocking fee.Payment Terms: 50% Deposit & Balance Due on Completion There is a 3% Convenience Fee to pay by credit card.

**Total** \$1,400.00

Signature \_\_\_\_\_

# ESTIMATE



**Jerry Lambert**  
101 W. Positano Ave FL  
Saint Augustine, FL 32092  
(248) 807-2763

## Fenced Up

103 Mcalister Drive (Corporate Office)  
Ormond Beach, Florida 32174

Phone: (904) 540-5595

Email: [info@fencedup.com](mailto:info@fencedup.com)

Web: [www.fencedup.com](http://www.fencedup.com)

Estimate # 0 9438  
Date 06/04/2020

## Description

## Total

Murabella Tennis Court	\$1,532.00
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Remove all wire on divider chainlink between courts.

Dispose of wire.

Repaint all hardware in gloss paint including posts. Reinstall new wire and bottom tension wire.

Includes: All new wire and labor included.

<b>Subtotal</b>	<b>\$1,532.00</b>
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<b>Total</b>	<b>\$1,532.00</b>
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## Location of Fencing

It is our job to place the fence where you, the owner, would like it installed. It is important that you clearly mark where the fence should be installed. If there is a survey or pins present, we will use that information to install fence accordingly if that is what you would like. If it is not clear where the line is, then it is the owner's responsibility to tell us where the fence should go. We are not permitted to install fences on adjacent properties unless agreed upon by all owners. If permitting is required, then a different permit will be required for each property receiving the fence installation.

## Underground Utilities

We will contact 811 location services to mark the primary underground lines which generally include phone, electric, water, sewer etc. Irrigation lines, landscape lighting, electric dog invisible fences and electric lines that have been run to outbuildings, pools or other structures, are the homeowners responsibility in identifying and making us aware of such buried cables and pipes. Fenced Up is not responsible for lines that have not been marked and that we have not been made aware of.

## Pricing, Payments and Scheduling

Pricing includes all material and labor to complete the job described above. The quote is based on the actual installed footage and not based off of survey drawings or other verbal changes. Cash and check are acceptable forms of payment. Credit Cards are also accepted, but will incur a 3% charge that we incur through our merchant account provider.

A deposit of 30% is due in order to place you in our schedule. Schedules may vary slightly from day to day depending on workload, weather and other unforeseen delays. We will notify you as we progress towards your job start day and will work diligently once your job has been started to bring it to completion. All payments are due on the day of completion unless other arrangements have been made beforehand.

Make all checks payable to:

Fenced Up

103 McAlister Dr

Ormond Beach FL 32174

386-366-3918

Info@fencedup.com

Licensed and Insured

By signing this document, the customer agrees to the services and conditions outlined in this document.

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Jerry Lambert



**ARMSTRONG FENCE CO**

Securing The Southeast

COMMERCIAL INDUSTRIAL RENT-A-FENCE RESIDENTIAL

June 9, 2020

# FENCE QUOTE

To: MURABELLA

Re: TENNIS COURT FENCE

Subject: FENCE QUOTE

Armstrong Fence Co a leader in perimeter security throughout the Southeastern United States intends to submit a bid for subject project. The scope of work is to furnish and install as per ***PLANS AND SPECIFICATIONS*** the following:

## **OPTION #1: WITH REMOVAL AND HAUL AWAY OF EXISTING FENCE**

- TO INCLUDE:
  - 1) Provide and Install (40') of 10' tall black vinyl coated chain link. *(1 3/4", 8-gauge finish tennis court fencing)*
  - 2) Provide and Install (40') of 4' tall black vinyl coated chain link.
  - 3) Price includes the removal of (80') of removal and a second trip to install the new chain link.
  - 4) ALL posts and rails to be re-used
  - 5) ALL chain link, fittings, and tension wire to be brand new.
  - 6) Price includes painting the existing posts to make look like new.
  - 7) Price includes (2) mobilizations.

**TOTAL COST - \$2,719.32**

## **OPTION #2: WITHOUT REMOVAL AND HAUL AWAY OF EXISTING FENCE**

- TO INCLUDE:
  - 1) Provide and Install (40') of 10' tall black vinyl coated chain link. *(1 3/4", 8-gauge finish tennis court fencing)*
  - 2) Provide and Install (40') of 4' tall black vinyl coated chain link.
  - 3) ALL posts and rails to be re-used
  - 4) ALL chain link, fittings, and tension wire to be brand new.
  - 5) Price includes painting the existing posts to make look like new.
  - 6) Price includes (1) mobilization.
  - 7) Price assumes the removal and haul away of the existing chain link to be done by the customer.

**TOTAL COST - \$2,312.98**

- This quote is only good through July 1<sup>st</sup>, 2020
- Standard Exclusions: Removal, Staking, Grading, Grounding, Clearing, Bollards, Intercom Devices, *Intercom Wiring & Conduits, High & Low Voltage Wiring / Conduits*, Concrete (other than post foundations), any other item not specifically listed, and Padlocks.

Any Questions please feel free to call at: 904-508-2604

Accepted by

Date

Dylan Pate  
Armstrong Fence Co  
2795 US 1 South  
St Augustine, FL, 32086  
Phone: 904-287-8177  
Fax: 904-342-7931  
Cell: 904-508-2604  
Email: [dpate@armstrong-fence.com](mailto:dpate@armstrong-fence.com)



5.

## Cost Summary of Murabella Tennis Court Resurfacing

Contractor	Scope of Work	Cost	Options \$\$	Terms
<b>Tennis Court Resurfacing</b>				
<b>Pro Sealed Asphalt Co</b>	Pressure clean all dirt, oils and loose aggregates of court surfaces	Incl.		
	Flood courts and patch all holding areas greater than 1/16" USTA guideleines	Incl.		
	Clean and fill all cracks or major pits using acrylic crack filler	Incl.		
	Machine all patched areas and bird baths to a smooth surface	Incl.		
	Squeegee 1 coat of sand filled resurfacer over entire court	Incl.		
	Squeegee 2 coats of sand filled paint over entire court	Incl.		
	Stripe courts for tennis producing sharp white lines	Incl.		
	Stripe 2 courts with pickleball lines	Incl.		
	Note: Existing posts and nets will be reinstalled (unless options chosen below)	\$12,000.00		50% Deposit / 50% Upon Completion
				Warranty: Workmanship/ Materials / One Year
	New Tennis Nets \$250.00 Each	\$500.00	\$500.00	
	Supply and install new tennis posts \$385.00 Each		\$770.00	This is not needed or quoted in the other proposals
	<b>Total with selected options</b>	<b>\$12,500.00</b>		
<b>Sport Surfaces Co</b>	Pressure clean all dirt, oils and loose aggregates of court surfaces	Incl.		
	Flood courts and patch all holding areas greater than 1/16" USTA guideleines	Incl.		
	Clean and fill all cracks or major pits using acrylic crack filler	Incl.		
	Machine all patched areas and bird baths to a smooth surface	Incl.		
	Squeegee 1 coat of sand filled resurfacer over entire court	Incl.		
	Squeegee 2 coats of sand filled paint over entire court	Incl.		
	Stripe courts for tennis producing sharp 2" white lines to USTA guidelines	\$10,900.00		33% Deposit / 33% Upon Starting / 33% Completion
				Warranty: Workmanship/ Materials / 2 Years
	New Tennis Nets \$350.00 Each (Edwards 30LS Net)	\$700.00	\$700.00	
	Add 2" Pickleball playing lines utilizing tennis nets	\$650.00	\$650.00	
	Installation of (2) Convert-A-Net (tennis net height adjustment system) for pickleball	\$400.00	\$400.00	
	<b>Total with selected options</b>	<b>\$12,650.00</b>		
<b>Contractor</b>	<b>Scope of Work</b>	<b>Cost</b>	<b>Options \$\$</b>	<b>Terms</b>
<b>Court Surfaces Co</b>	Pressure clean all dirt, oils and loose aggregates of court surfaces	Incl.		
	Flood courts and patch all holding areas greater than 1/16" USTA guideleines	Incl.		
	Clean and fill all cracks or major pits using acrylic crack filler	Incl.		
	Machine all patched areas and bird baths to a smooth surface	Incl.		
	Squeegee 1 coat of sand filled resurfacer over entire court	Incl.		
	Squeegee 2 coats of sand filled paint over entire court	Incl.		
	Stripe courts for tennis producing sharp white lines	\$14,880.00		50% Deposit / 50% Upon Completion
				Warranty: Workmanship/ Materials / 1 Year
	Stripe 2 courts with pickleball lines	\$750.00	750	
	New Tennis Nets \$237.50 Each	\$475.00	475	
	<b>Total with selected options</b>	<b>\$14,880.00</b>		
<b>Chain Link Fence Replacement Dividing Tennis Courts</b>				
<b>St Augustine Fence</b>	Remove existing chainlink fence dividing the 2 tennis courts	Incl.		
	Replace 10' fence with new black chainlink fence	Incl.		
	Notes: Use existing posts, reuse all existing hardware, install new fence ties	Incl.		50% Deposit / 50% Upon Completion
	Haul away all old materials	\$1,400.00		Warranty: 1 year Workmanship / 2 years Materials
<b>Fenced Up</b>	Remove existing chainlink fence dividing the 2 tennis courts	Incl.		
	Replace 10' fence with new black chainlink fence	Incl.		
	Notes: Use existing posts, reuse all existing hardware, install new fence ties	Incl.		
	Repaint all hardware prior to reinstalling	Incl.		30 Days Net
	Haul away all old materials	\$1,532.00		Warranty: 1 year Product / 3 year Workmanship
<b>Armstrong Fence Co</b>	Remove existing chainlink fence dividing the 2 tennis courts	Incl.		
	Replace 10' fence with new black chainlink fence	Incl.		
	Use all new hardware (straps, bolts)	Incl.		
	Paint all posts black to match fence	Incl.		
	Hual away all old materials	\$2,719.32		50% Deposit / 50% Upon Completion
				Warranty: Lifetime Product / 3 yrs Workmanship

6.



# Turnbull CDD Property Activity

Date Initiated	Task/Issue	Location	Cost/Quote	Budgeted	Contractor	Target Date	Completed	Status
								Grey = Archived Green = Completed Orange = In Process Red = On Hold
10/7/19	Metal Park Bench/bent, power wash and paint (1units)	Parks	Sample		Scott (1)	Nov. 2019	Y	Completed
10/7/19	Tune up backpac blower, chainsaw & pressure washer	Tunbull CDD	\$30.00		Scott (1)	10/2/19	Y	Completed
10/7/19	Cast Iron Park Grills / Need Replaced / Need Quote	Parks	\$1,500.00		Jerry	10/10/19	Y	Need approval in Nov. CDD meeting / Quoted for \$1500
10/7/19	Remove Dead Deer from Pescara Property	Messina	\$0.00		Jerry	10/702019	Y	Completed
10/7/19	Mailbox box locks / need replaced 15 total	Mail Kiosk	\$1,500.00		Lou Zimmer	11/1/19	Y	Completed by Lou & Keith Zimmer on 10/15/2019
10/7/19	Fire Extinguishers / Annual Inspection due	First Coast	\$75.00		First Coast Fire	10/13/19	Y	Completed on 10/16/2019 by First Coast Fire
10/7/19	Parking lot, pool lights / Need bulb replacements (6)	Parking Lot			Scott		Y	Completed on 10/29/2019
10/7/19	Light on Bridge at amenity Center/ Need new bulbs (18)	Amenity	\$0.00		Scott	10/18/19	Y	Completed / Bulbs In stock
10/7/19	;	Positano Ave	\$0.00		Duval / County	11/1/19	Y	Completed
10/7/19	Christmas decorations outside / Donald McGowan	Amenity	\$4,392.00		Anything Under	11/22/19	Y	Completed Approved on 11/12/2019 at CDD meeting
10/7/19	Covers over Chairs in Clubhouse	Amenity	\$0.00		Jerry	10/14/19	Y	Completed
10/9/19	Windscreens on tennis courts to be put down	Tennis Courts	\$0.00		Scott	10/15/19	Y	Completed by Scott on 10/15/2019
10/9/19	Need updated Poolsure contract for Murabella ( Chris )	Poolsure	\$0.00		Jerry	10/23/19	Y	Completed on 10/23/2019 Sent to Sarah Sweeting/ Ernesto
10/10/19	Need utility trailer for PW Use / Put proposal together	Murabella	\$1,200.00		Jerry	10/18/19	Y	Completed
10/10/19	leak in irrigation system (PortaRosa& Messina)	Murabella	\$0.00		Duval/ Josh B.	10/18/19	Y	Completed
10/10/19	Remove Vending Machine on Pool Deck	Pool Area	\$0.00		Barry	10/25/19	Y	To be removed from property by 10/30/2019
10/10/19	Touchup Paint on bridge over pool (yellow)	Pool Area	\$0.00		Scott	11/4/19	Y	Completed on 11/4/2019
10/11/19	Berm along 16 quote from Duval	SR16 (East)	\$6,846.42		Duval	Nov. 2019	Y	Quoted by Duval (Mike Johnson) 10/14/2019
10/11/19	Trim Branches around street lights / Chuck Labonowski	Positano Ave	\$0.00		Scott	10/30/19	Y	Completed on 10/30.2019
10/11/19	Replace damaged contactor for mushroom pump	Pool	\$1,120.00		Crown Pools	10/17/19	Y	Completed on Thursday 10/17/2019
10/15/19	Repair Main Pool Gate card access	Pool	\$0.00		Security 101	10/18/19	Y	Completed on 10/18/2019 / Security 101/ Michelle Sancos
10/15/19	Inspect all playground equipment for rust and damage.	Play grounds	\$0.00		Scott	10/21/19	Y	Completed
10/16/19	3 Proposals to power wash tennis, basketball courts	Courts	\$0.00		Jerry	11/1/19	Y	Completed
10/16/19	3 Proposal to power wash Sunshades	Parks	\$0.00		Jerry	10/31/19	Y	Completed
10/21/19	Repair Irrigation line/ control box in Pescara	Pescara	\$0.00		Duval	10/25/19	Y	Completed
10/21/19	Install new rope for volley ball net	Volley Ball	\$40.00		Scott	10/23/19	Y	Completed on 10/23/2019
10/21/19	Drain & Clean fountain in front of amenity (Chlorinate)	Amenity	\$0.00		Scott	10/16/19	Y	Completed on 10/16/2019
10/22/19	Repair Broken Valve Lever on Pool outlet	Pool	\$0.00		Scott	10/25/19	Y	Completed
10/22/19	Research Backflow testing result issues (2 properties)	Community	\$0.00		Jerry	10/23/19	Y	Called Wendy at Bob's Backflow (Completed 10/23/2019) / St John's
10/22/19	Broken Chain on slide in play ground.	Pescara	\$0.00		Scott	10/22/19	Y	Completed
10/22/19	Need new access cards for Eric	Amenity	\$450.00		Jerry/ Brian	10/25/19	Y	Brian ordered from Atlantic Security 3.95 ea / Security 101 is \$3.05 ea
10/29/19	Repair Irrigation line leak in Pescara	Pescara	\$0.00		Duval	11/12/20	Y	Completed
10/29/19	Repair monkey bars on San Marino jogging trail	Play Area	\$0.00		Scott	11/12/20	Y	Completed / We just removed the broken piece
11/13/19	Remove fire ant mound in pool area by slide tower	Pool	\$0.00		Scott	11/13/19	Y	Completed
11/14/19	Bee Removal south of basketball court	Basketball area	\$0.00		Scott	11/14/19	Y	Completed
11/15/19	Review Insurance Inspection Report / Correct Violations	Amenity Center	\$0.00		Jerry	11/6/19	Y	Completed Received report 11/5/2019 (Started to address play equip.)
11/12/19	Elliptical plastic guard reeds	Gym	\$0.00		Jerry	11/12/19	Y	See if guard can be adjusted
10/31/19	Sidewalks on Positano need ground down, County	Positano	\$0.00		Scott/ County	11/21/19	Y	Completed 11/21/2019
10/31/19	Repair bad timer on tennis court.	Tennis Courts	\$35.00		Scott	11/13/19	Y	Completed 11/13/2019
11/13/19	Remove dead Goose from Pond at 505 Porta Rosa Circle	Resident	\$0.00		Scott	11/13/20	Y	Did not see this once we got there.
11/11/19	Loose tile by kiddie pool area	Pool	\$0.00		Jerry	11/12/20	Y	Completed
11/12/19	Have Duval weed dirt mound in Pescara (Chuck request)		\$0.00		Jerry	11/12/20	Y	Completed by Jerry
11/13/19	Bad hinge on fence gate to playground	Playground	\$275.00		St Augustine Fence	11/12/19	Y	Completed
11/13/19	Address Excessive ant hills in fields and playgrounds	Pescara	\$0.00		Duval / Mike J	11/11/19	Y	Called Mike / They will do a blanket application Monday 11/11/2019
11/13/19	Obtain parts and build Pressure washing trailer		\$1,500.00		Jerry / Scott	12/1/19	Y	Completed on 12/9/2019
11/13/19	Power wash, clean, straighten and paint 21 park benches	All Property	\$0.00		Jerry / Scott	1/10/20	Y	Completed
11/13/19	Check out pond bank grass damage	2440 E Caparino	\$0.00		Scott	11/13/20	Y	Completed Called Future Horizons ( Chris Railing) about over spray
11/13/19	Order and install R.O. water system for kitchen sink	Amenity	\$250.00		Jerry	11/26/19	Y	Completed on 11/26/2019
11/13/19	Obtain 3 quotes for PW Sunshades, sidewalks, Courts (4)	Amenity Areas	\$0.00		Jerry	11/29/20	Y	Completed
11/13/19	Parcel Mail Boxes	Positano Kiosk	\$3,525.13		Jerry	10/23/19	Y	Completed on 11/20/2019
11/13/19	Remove 7 trees leaning or potentially damaging fence	Terracina Dr	\$0.00		Jerry / Scott	11/13/19	Y	Completed on 11/12/2019
11/18/19	Pool / Lake bulkhead needs evaluated for repairs	Pool Deck	\$5,545.00		Crown Pools	2/7/20	Y	Completed River Stoneworks approved by board 2/12/2020
11/18/19	Dirt needs to be delivered to fill valley on pond back	3839 N Trapani	?		Scott	?	Y	To be included the pond bank erosion issues
11/18/19	Change out locks on bulletin boards at amenity center	Amenity	\$25.00		Jerry	11/18/19	Y	Completed on 11/18/2019
11/21/19	Get 3 quotes for a chainlink cage to store starting blocks	Pool/ Shed	\$0.00		Jerry	12/12/19	Y	Completed
11/25/19	Clean outside of all windows in club house	Amenity	\$0.00		Jerry	12/22/19	Y	Completed on 12/22
11/25/19	Label new mailbox keys with proper box number	Mail Kiosk	\$0.00		Jerry	11/29/19	Y	Completed
11/27/19	Pickup Trailer, Tanks and parts for PW trailer	TSC/ Harb Frt	\$0.00		Jerry / Scott	11/26/19	Y	Completed on 12/9/2019
11/27/19	Irrigation Leak from new fence install 3613 Citara Ct	Citara Ct	\$690.00		Duval / Josh	1/31/03	Y	Completed Bill to homeowner/contrator (St Augustine Fence)
12/2/19	Entrance Street Lights not working correctly	Positano	\$0.00		Scott	12/3/19	Y	Completed
12/10/19	Address ponds, algae, trash and alligator grass	Pescara	\$0.00		Future Horizons	12/10/19	Y	Called Chris Railing to do due diligence to correct this issue, Scheduled
12/13/19	Pavers sinking in front of outdoor grill.	Amenity	\$0.00		Crown Pools / Jerry	1/31/20	Y	Completed
12/28/20	Repair tire trenches on Verona Way	Verona Way	\$0.00		Duval	1/3/20	Y	Completed
12/22/20	Repair women toilet by installing new insides	Restroom	\$20.00		Scott	12/23/19	Y	Scott replaced on 12/23
11/1/19	Repair ADA Pool Chair lifts	Pool	\$230.00		Jerry	TBD	Y	Completed on 1/27/2020 by Jerry
11/13/19	Order and install park grills for property (5 total)	All Property	\$750.00		Jerry / Scott	1/31/20	Y	Ordered on 1/9/2020 Here on Thursday 1/14/2020
11/13/19	Sunshades Replaced (4) 2 in Pescara & 2 in San Marino	Pescara/S.M.	\$0.00		Southern Recreation	12/20/20	Y	Completed on 2/13/2020
1/2/20	Tree Planting 1/25/2019 / Call Greg Dunn 904-209-0431	Murabella	\$0.00		Community Effort	1/25/20	Y	Scheduled for Saturday 9:30 am on 1/25/2020 1900 seedlings
1/8/20	Broken Kiddie swing (Rubber seat)	Playground	\$105.29		Jerry	1/16/20	Y	Completed on 1/15/2020
1/9/20	Replace 3 landscapeLED lamps at entrance of Pescara	Pescara	\$40.00		Jerry / Scott	1/31/20	Y	Completed
1/13/20	Zip Tie pole pads to basketball backboard poles.	Courts	\$0.00		Scott	1/13/20	Y	Completed
1/13/20	Repair 2 benches that have broken mounts	Round-a bout	\$0.00		Scott	1/31/20	Y	Completed
1/13/20	Excess water on men's bathroom floor (check out)	Gym	\$0.00		Jerry	1/17/20	Y	Checked and cleaned flush valve
1/13/20	Power wash Stone Hedge Structure / Gazebo	Pool Area	\$0.00		Scott	1/24/20	Y	Completed on 1/24/2019
1/13/20	A/C Air Handler Unit Broke down at Amenity Gym	Gym	\$1,206.35		Weather Engineering	1/15/20	Y	Completed on 1/14/2020
1/15/20	Install AED in Gym	Gym	\$0.00		Jerry	1/15/20	Y	Completed on 1/15/2020
1/15/20	Remove 5 large trees in entrance of San Giacomo	San Giacomo	\$0.00		Duval (Mike)	1/25/20	Y	Completed on 1/25/2020
1/15/20	Water fountain needs front panel attached	Play Ground	\$0.00		Jerry	3/1/20	Y	Completed
1/20/20	Replace 5 bad irrigation covers in fields	Property	\$0.00		Duval	2/12/20	Y	Completed
1/20/20	Replace bad lights (HyLides) on 2 tennis courts	Tennis Courts	\$300.00		Scott / Jerry	2/4/20	Y	Completed on 2/4/2018
1/20/20	Replace 12 lights at entrances (Bad ballasts) HyLide	Pescara/ S. M.	\$479.88		Scott / Jerry	2/28/20	Y	Completed on 1/30/2019
1/21/20	Make and install 2 "Please Stay Off Grass" signs	Round a bout	\$40.00		Jerry	1/27/20	Y	Completed on 1/27/2020
1/27/20	Clear out dead limbs (Ragusa) and dead tree logs ( San Gia)	San Giacomo	\$0.00		Jerry	1/27/20	Y	Completed on 1/27 Requested by Supervisor
1/28/20	Remove bottom plate on playground gate (trim 1") replace	Playground	\$0.00		Scott	2/1/20	Y	Completed
1/29/20	Replace bad panels in fence of Pescara irrigation pump	Pescara	\$145.00		Jerry	2/14/20	Y	Completed on 2/6/2020
1/28/20	Remove all old straps supporting trees in community	Community	\$0.00		Jerry	1/29/20	Y	Completed on 1/29/2020
1/30/20	Power wash (3) Mail kiosks	Community	\$0.00		Scott	2/28/20	Y	Completed on 2/19/2020
1/31/20	Replace all entrance light bulbs (wall Sconces)	Community	\$105.00		Jerry	2/5/20	Y	Completed on 2/5/2020
1/31/20	Power wash picnic tables in parks	Community	\$0.00		Scott	2/6/20	Y	Completed on 2/6/2020
2/4/20	Add 6 "no Trespassing" signs on berm behind shed area	Berm / Amenity	\$165.00		Scott	2/14/20	Y	Completed on 2/9/2019



### Turnbull CDD Property Activity

2/5/20	Clean wall light fixtures and install new new LED bulbs (7)	Pescara	\$25.00	Jerry	2/14/20	Y	Completed on 2/12/2020
2/7/20	Clean rust stains from fountain	Amenity	\$0.00	Jerry	2/12/20	Y	Completed on 2/12/2020 Best possible
2/7/20	Install Playground gate stop	Playground	\$0.00	Jerry	2/27/20	Y	Completed on 2/27/2018
2/10/20	Zip tie tennis court windscreens that came off from storm	Tennis Courts	\$0.00	Jerry	2/10/20	Y	Completed on 2/10/2020
2/11/20	Walk ponds & assess erosion issues	Community	\$0.00	Jerry	2/12/20	Y	Completed on 2/12/2020
2/18/20	Install (4) "Do not drive or park on Grass" posts/signs	Round-a-bout	\$150.00	Scott	2/18/20	Y	Completed on 2/18/2020
2/19/20	Repair Sloan Valve in men's restroom (gym) stay's running	Men Bathroom	\$0.00	Jerry	2/19/20	Y	Completed on 2/18/2020 Rebuilt valve
2/19/20	Repair Irrigation leak on berm on San Giacomo	San Giacomo	?	Duval	2/21/20	Y	Completed on 2/18/2020 From Tree Planting
2/20/20	Set up business account (tax exemption) for Amazon	Office	\$0.00	Jerry	2/20/20	Y	Completed on 2/20/20
2/20/20	Obtain and replace bad sign at park	Memorial Park	\$50.00	Jerry/ Scott	2/22/20	Y	Completed on 2/20/20
2/20/20	Have backflow valves tested for annual inspection	Community	\$240.00	Bob's Backflow, Inc	2/20/20	Y	Completed on 2/20/20
2/20/20	Mainline Irrigation line broke (losing 80 GPM)	Pacetti Rd	\$0.00	Duval Irrigation	2/20/20	Y	Completed on 2/23/21
2/20/20	Power wash picnic tables and shelter structure	Memorial Park	\$0.00	Scott	2/22/20	Y	Completed on 2/22/20
11/13/19	Repair damaged landscape light in kiddie pool area	Kiddie Pool	\$0.00	Scott	3/25/20	Y	Completed
1/13/20	Clean / replace recessed lights pool entrance area	Pool	\$0.00	Jerry	3/31/20	Y	Completed on 3/18
2/7/20	Remove tree on Rugusa	Rugusa	\$0.00	Cory	4/28/20	Y	Completed 4/28/2020
2/26/20	Power Wash Pool Slide Tower and wax	Pool Slide	\$0.00	Scott	3/13/20	Y	Completed
2/26/20	Rent 26' Lift to check out lighting on slide tower	Pool Slide	\$0.00	Scott	3/20/20	Y	Completed
2/26/20	Call/ Schedule Maintenance for HVAC systems (2)	Clubhouse/Gym	\$199.50	Weather Engineering	3/3/20	Y	Completed on 3/3/2020 by Mike Pollard Technician
2/26/20	Power Wash Pool Side sunshade and structure	Pool Area	\$0.00	Scott	3/13/20	Y	Completed
3/2/20	Clean / replace recessed lights pool entrance area	Pool	\$0.00	Jerry	3/13/20	Y	Completed
3/2/20	Repair Playground gate (will not close all the way) sprung	Playground	\$60.00	Jerry	5/11/20	Y	Completed
3/9/20	Clean all light cans and replace (6) bad bulbs under structure	Pool Area	\$25.00	Jerry	3/9/20	Y	Completed 3/9/2020
3/9/20	Repair bad 15 HP Pool Pump	Pool Pump	\$2,132.90	Jerry /Crown Pools	3/14/20	Y	Completed 3/14/2020
3/11/20	Order and install fishing signage for CDD ponds (18)	Ponds	\$1,000.00	Jerry	4/15/20	Y	Completed 4/7/2021
3/11/20	Cut down leaning tree in Pescara park and discard	Pescara Park	\$0.00	Cory	5/1/20	Y	Completed 4/7/2022
3/11/20	Order and replace (4) ceiling fans under deck pool area	Pool	\$664.72	Jerry	3/20/20	Y	Completed on 3/20/2020
3/13/20	Change bad light on Positano Ave.	Positano Ave	\$35.00	Jerry	3/26/20	Y	Completed
3/20/20	Contact Poolsure for controller issues and maintenance	Pool	\$0.00	Jerry	3/31/20	Y	Completed
3/20/20	Replace broken pool deck "bullet style" light	Kiddie Pool	\$40.00	Jerry	3/20/20	Y	Completed 3/24/2020
3/20/20	Power Wash Pool deck and concrete walls	Pool Area	\$0.00	Scott	3/27/20	Y	Completed 3/27/2020
3/20/20	Change all amenity center locks (interior & exterior) (15)	Amenity Center	\$993.00	Jerry	3/26/20	Y	Completed by Tom Garcia St. Augustine Lock & Key
3/26/20	Replace padlocks and chain in community	Community	\$98.00	Scott	4/3/20	Y	Completed
3/30/20	Power wash Gazebo in soccer field	Soccer Field	\$0.00	Scott	4/2/20	Y	Completed
3/30/20	Power wash side walk in front of amenity (shed to Positano)	Amenity	\$0.00	Scott	4/28/20	Y	Completed
3/30/20	Power wash and disinfect all 3 playgrounds in community	Community	\$0.00	Jerry's Painting	3/30/20	Y	Completed (3) on 3/30/2020 Dan Crawford
4/2/20	Power wash side walks from field gazebo to playground	Playground	\$0.00	Scott	4/9/20	Y	Completed 4/9/2020
4/2/20	Replace broken Dog Pot	Pescara	\$375.00	Cory	5/14/20	Y	Completed 5/14/2021
4/2/20	Scrub Pool gutters	Pool	\$0.00	Scott	4/2/20	Y	Completed
4/6/20	Broken Irrigation line in Pescara	Pescara	\$725.00	Duval	4/9/20	Y	Repaired 4/9/2020
4/6/20	Replace pressure washing hoses. Broke last week	Trailer	\$228.51	Scott	4/6/20	Y	Scott completed on 4/6/20
4/7/20	Deep clean all kitchned appliances	Clubhouse	\$0.00	Richard Waters	4/7/20	Y	Completed
4/9/20	Replace bad leaking spigot at pool deck.	Pool Area	\$10.00	Scott	9/14/20	Y	Completed
4/9/20	Clean all ceiling light recess cans in amenity/ Gym	Clubhouse/Gym	\$0.00	Richard Waters	4/9/20	Y	Completed
4/13/20	Repair / Reattach wind 2 screens from storm	Tennis Courts	\$0.00	Scott	4/14/20	Y	Completed
4/13/20	Drain / repairs hoses pump in fountain / clean and refill	Fountain	\$0.00	Scott	4/14/20	Y	Completed
4/14/20	Clean all HVAC Vents in ceiling in Clubhouse	Clubhouse/Gym	\$0.00	Jerry	4/15/20	Y	Completed
4/14/20	Clean all clubhouse windows (inside & out)	Clubhouse/Gym	\$0.00	Richard Waters	4/16/20	Y	Completed
4/15/20	Install windshield on gator (help with weather)	Gator	\$0.00	Scott	4/15/20	Y	Completed
4/16/20	Paint Office walls and trim	Office	\$70.00	Jerry	4/17/20	Y	Completed
4/20/20	Contact St Johns County about flooding issues at Pecetti	Positano Entr.	\$0.00	Jerry	4/27/20	Y	Completed / Drain issue addressed with blockage removed
4/20/20	Replace carpeting in office	Office	\$199.95	Jerry / Scott	4/24/20	Y	Completed
4/21/20	Wipe / Clean all ceiling vents in clubhouse	Clubhouse/Gym	\$0.00	Richard Waters	4/21/20	Y	Completed
4/23/20	Clean pool gazebo , lights, fan spider webs, ceiling	Pool Deck	\$0.00	Freddie	4/23/20	Y	Completed
4/28/20	Re-attach 3 Wind Screens from storm at tennis courts	Tennis Courts	\$0.00	Cory	4/28/20	Y	Completed
4/28/20	Remove old "No Fishing" signs from now fishing okay ponds	Ponds	\$0.00	Cory	4/28/20	Y	Completed
4/29/20	Demo and re-route conduit/ electrical to fountain panel	Pool Deck Area	\$63.00	Jerry	4/28/20	Y	Completed
4/29/20	Cut down and remove dead tree in Pescara park (Messina)	Pescara	\$200.00	Scott/ Cory	5/1/20	Y	Completed
5/1/20	Order signage for facility (Covid 19 issues)	Facility	\$160.00	Jerry	5/7/20	Y	Completed
5/1/20	Cut down / Remove dead tree in Pescara (near playground)	Pescara	\$100.00	Scott	5/1/20	Y	Completed on 5/4/20
Above here was addressed in previous CDD meeting May 12th							
5/4/20	Put up 16 signs around amenity / pool (Covid 19 distancing)	Amenity	\$0.00	Jerry / Erick	5/12/20	Y	Completed on 5/12/20
11/13/19	Outside Playground Equipment/ Rusted, Need Paint	Parks	\$0.00	Scott	On Going	N	Started wire brushing / Painting Scott started this on 11/18 (on going)
2/3/20	Remove old schilling holly at Hwy 16 / install new plants	Hwy 16 Berm	\$4,108.50	Duval	5/22/20	Y	Completed
2/3/20	Remove declining juniper at roundabout replace with sod	Round-A- Bout	\$12,515.50	Duval	5/21/20	Y	Completed
2/3/20	Remove old schilling holly at Hwy 16 / install new plants	Amenity Center	\$2,669.98	Duval	5/22/20	Y	Completed
2/3/20	New 100 gal oak tree / replacement on Positano	Positano	\$2,057.13	Duval	6/19/20		On Schedule for week of 6/15
2/7/20	Call St. Johns County/ side walk re-grading on San Giacomo	San Giacomo	\$0.00	St Johns County		N	Linda Robinson <lrobinson@sjcfl.us> WO# 930148 Shawn Takcet / Field Rep
2/20/20	Quote for 2-1/2 pallets of sod around mail kiosk	San Giacomo	\$1,580.00	Duval	Approved	N	Waiting for County to complete their part of this job
3/2/20	Replace 2 broken metal trash can lids with new plastic	Round-a- bout	\$200.00	Jerry	8/1/20	N	Ordered new dome lids on 5/19/2020 To be here 6/4 (erick Home)
5/6/20	Clean, level and add stone to base of pressure washing cage	Shed Area	?	Scott		N	Need to order 3 yds gravel
5/6/20	Pressure Wash Basketball Court	Courts	\$0.00	Cory	5/26/20	Y	Completed
5/6/20	Pressure Wash Tennis Courts	Courts	\$0.00	Scott		N	Stared by paint is coming off ( Need resurfaced)
5/7/20	18" pot hole on the roundabout on Positano (Need filled)	Roundabout	\$0.00	Jerry	5/13/20	Y	Service request in 5/7/2020 per Linda Robinson WO# 137557
5/8/20	Replace bolts on bench by roundabout (Loose)	Roundabout	\$0.00	Cory	5/14/20	Y	Completed
5/11/20	Contact County for accident report at roundabout on 5/7	County Sherriff	\$0.00	Jerry		Y	Completed
5/11/20	Trim low tree limbs on the Pescara track	Pescara	\$0.00	Jerry / Duval	5/12/20	Y	Completed on 5/12/2020
5/13/20	Get quotes to replace outdoor drinking fountain	Playground	\$0.00	Jerry	7/30/20	N	Needs approved by board
5/13/20	Quote out replacing all entrance lighting fixtures	Community	\$0.00	Jerry	7/30/20	N	Pushed out until mid summer 2020
5/13/20	Remove Basketball rims due to Covid 19 restrictions	Basketball area	\$0.00	Scott	5/13/20	Y	Completed
5/18/20	Powerwash all 3 mail kiosks for spider webs	Mail Kiosk	\$0.00	Scott / Cory	5/19/20	Y	Completed
5/18/20	Schedule / Tree service to remove dead trees from berms	Jason Shaw/Tree	\$2,500.00	Jason Shaw Tree	6/3/20	Y	Completed
5/19/20	Ride Berms and mark all dead / Diseased trees for Removal	Jason Shaw/Tree	\$0.00	Scott/ Jerry	5/19/20	Y	Completed
5/27/20	Get quotes for tennis court resurfacing	Tennis Courts	\$0.00	Jerry	6/1/20	Y	Completed
5/27/20	Create a Audit check sheet for Duval Landscaping	Office	\$0.00	Jerry	5/27/20	Y	Completed
5/29/20	Install new bolts to mount bench in concrete (Loose)	Roundabout	\$6.00	Scott	5/29/20	Y	Completed
6/1/20	Replace light on decorative pole on pool deck	Pool	\$50.00	Scott	6/30/20	N	Scheduled
6/1/20	Spray all mail kiosks with Insecticide / spider spray	Mail Kiosk	\$15.00	Cory	6/2/20	Y	Completed 6/2
6/1/20	Get quotes for replacing fence section between tennis court	Tennis Courts	\$0.00	Jerry	6/5/20	Y	Completed (Present to CDD Board for approval on 6/13/2020)
6/1/20	Replace 6 bad lights at amenity entrance /	Amenity Center	\$500.00	Adelco Electric	6/9/20	Y	Completed
6/2/20	Touch up paint tennis court chain link fence (flat Black)	Tennis Courts	\$60.00	Scott/ Cory	6/30/20	N	Need flat black paint
6/3/20	Replace 5 old broken lanscape lighting to LED's	Amenity (Front)	\$120.00	Scott	6/13/20	Y	Completed By

*D.*

*1.*

# ***Turnbull Creek Community Development District***

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** June 16, 2020  
**To:** Turnbull Board of Supervisors  
Ernesto Torres, Richard Whetsel  
**From:** Jerry Lambert, Operations Manager  
Erick Hutchison, Amenity Manager  
**Re:** Turnbull Creek CDD  
**Monthly Murabella Operations Report**

**The following is a summary of activities related to the RMS operations of the Turnbull Creek Community Development District.**

### **Site Field Manager: Jerry Lambert**

- Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
- Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
- Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
- Meeting with Duval (Mike Johnson) in regard to landscaping issues and updates.
- Communications with Josh Boucher (Duval) with irrigation leaks as they occurred for repairs.
- Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
- Follow-up with County Roads & Bridges (Shawn Takcet) for sidewalk regrading and grading low areas near San Giacomo entrance. (to start weather permitting 6/15/2020)
- Coordinate alligator removal with Florida Fish & Game (Pond #2) 6 footer.
- Replaced 6 bad lights at entrance of amenity center with LED's
- Power washed all 3 mail kiosk for spider webs and wasps (Sprayed)
- Pressure washed basketball court and started with tennis courts
- Researched for proposals to resurface/reline tennis courts with pickleball lines included
- Contacted Jason Shaw Trees Services and had 15 trees removed on berms throughout community
- Created and implemented a Duval weekly audit check sheet



- Dedicated much time in preparing amenity center areas for the Covid 19 pandemic

**Amenity Manager: Erick Hutchison**

- Successfully implemented and managed mymurabella.com to accommodate pool and gym reservations
- Held a car parade for graduating seniors
- Brought back Food Truck Friday
- Staying in communication with all programs/sports
- Purchased gym equipment
- Successful implementation of Lifeguards
- Envera security proposal
- Kept residents up to date with Covid restrictions

**Other Ongoing Projects: Site**

- (On going) Sanding and painting of rusted playground equipment to meet our insurance inspection request. (25% completed)

Should you have any questions or comments regarding the above information, please feel free to contact me at (248) 807-2763 or Rich at (904) 759-8923.

*THIRTEENTH 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, May 12, 2020 at 10:14 a.m. via Zoom video conferencing.

Present and constituting a quorum were:

Wil Simmons	Chairman
Chris DelBene	Vice Chairman
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor
Diana Jordan-Burks	Supervisor

Also Present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Mike Yuro	District Engineer
Jerry Lambert	Operations Manager
Erick Hutchinson	Amenity Manager
Dr. Hansen	University of Florida

The following is a summary of the actions taken at the May 12, 2020 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Torres called the meeting to order at 10:14 a.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Dr. Aguilar stated I am running for congress for the 4<sup>th</sup> district and I hope everyone is doing well and we want to thank our workers, they are putting their lives at risk. Let's thank them for a doing a good job. Our grads, it is an unusual time and I wish them well. I wish everyone well.

Ms. Levin stated you have my email asking about the responsibilities of Duval. I was asking for an itemized list of the responsibilities on a weekly basis of what Duval Landscaping does.

Mr. Torres stated we can send that information to you.

Ms. Levin stated the common areas in 90% of Murabella are a shamble, no grass, weeds all over the place, sticks, it is disgraceful.

### **THIRD ORDER OF BUSINESS**

#### **Organizational Matters**

##### **A. Acceptance of Resignation from Lee Clabots**

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor Lee Clabots' resignation was accepted.

##### **B. Appointment of New Supervisor to Fill the unexpired Term of Office (11/2020)**

Mr. Torres stated we have four residents who would like to serve on the board, you can discuss each one and then we can fill the vacancy.

After discussion of each applicant, the board took the following action.

On MOTION by Mr. Wing seconded by Mr. DelBene on roll call vote with three in favor and Mr. Labanowski opposed Diana Jordan-Burks was appointed to fill the unexpired term of office.

##### **C. Oath of Office for Newly Appointed Supervisor**

Mr. Torres being a notary public of the State of Florida administered the oath of office to Ms. Jordan-Burks.

Ms. Kilinski gave an overview of the sunshine law, public records law and stated we will provide you with a package of information with commission on ethics code and sunshine law and public records law.

##### **D. Election of Officers, Resolution 2020-06**

On MOTION by Mr. Wing seconded by Mr. Simmons with all in favor Resolution 2020-06 was approved adding Ms. Jordan-Burks as an assistant secretary was approved.

### **FOURTH ORDER OF BUSINESS**

**Presentation by Dr. Hansen, Associate  
Profession University of Florida**

Dr. Hansen stated the last time I was here a large part of the conversation was about issues with stormwater ponds, specifically with very steep slopes and erosion problems. We previously talked about primarily planting on the shoreline to stabilize erosion problems.

Dr. Hansen reviewed the causes of erosion and outlined vegetative erosion control methods appropriate for different types of slopes and gave an overview of bio-logs, floating islands, Bemat and Shoresox erosion control methods and stated we highly recommend a system where you can incorporate in some way vegetation into it because it will help clean your water.

You can get a list of plants from a publication I wrote a few years ago with my graduate student and it is plants for your stormwater pond shoreline and you can get this on the U.F. website. There are a lot of publications that different counties have written on how to plant your shoreline or lakefront.

Mr. Simmons stated I would like Jerry to obtain some of that information and see what vegetation would be best for us to consider. We should gather the data and then the board can look at it.

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Landscape Manager (Presenter: Duval Landscape)**

Mr. Lambert stated I have talked to Mike about their contractual obligations and he has assured me that he has been doing the contractual stuff. Some of the stuff, the improvements and such are due to certain circumstances of weeding, and we lose a lot of the weeds and then it exposes the sod and I see a lot of thinning of the grass, which leads into the proposals on the agenda.

Mr. Wing stated if you think I can be helpful I do have the time I would be happy to sit down and go through the contract with Jerry and sit in on that meeting with Duval to review what they have been doing, how often they are doing it and make sure we get it right.

The board and staff were in favor of Mr. Wing reviewing the contract with Duval and Mr. Lambert.

Mr. Johnson joined the meeting at this time and was brought up to date on the discussion.

Mr. Johnson stated we waited on the mulch until today and the last time we did the mulch was last year. We are two months behind but it will be taken care of. The pine straw will go down directly after the mulch and we will go through this process again in October. As far as behind the berms, I need to do a better job of going behind the homes and walk the property and making sure

it gets done. I was informed that it was done and this is the first I have heard that it was not done, so I need to make sure myself and not rely on someone else. I will make sure I walk these areas to ensure it is taken care of.

Mr. Simmons stated I would like Mike coordinate with Jerry so when these things are done it is confirmed. It would be in our best interests once these things are done Jerry takes a look.

Mr. Johnson stated that is not a problem.

Ms. Jordan-Burks asked is there a tracking process we have in place that they are filling out some type of quality assurance tracking form of what they have completed and what is has been done? Are we doing contract performance where we are rating that they are doing everything that is in the contract? I wouldn't mind helping them review those contracts since that is my expertise to ensure what we are paying for we are actually getting.

Mr. Torres stated I can provide you the agreement and as far as evaluation of the contract performance, we have a clause in the agreement where we can terminate with for cause without notice. The field operations manager, Jerry, is the heavy weight the district relies on when it comes to the landscaping contract and lake maintenance. We rely on his input.

Ms. Jordan-Burks asked would he be opposed to maybe we put in place a check list for the contractor to submit monthly or whenever they are putting in the mulch so we can have that form?

Mr. Lambert stated I have no problem doing that.

Ms. Jordan-Burks stated if you need help, that is part of what I do right now.

Mr. Lambert stated I can work with you on that.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Proposals from Duval Landscape (Presenter: Jerry Lambert)**

Mr. Lambert gave an overview of each proposal listed below and stated I have a proposal from Shaw's Tree to remove a bunch of these trees that I'm getting emails on weekly and that is \$2,500 per day for whatever they can do with a full team for an 8 hour day and that includes everything including the clean-up. They submitted that yesterday.

I hear comments that they want it to look nice but some of the entrances are getting rundown but it costs money to keep them up and we have decide if we want to do that or kick the can down the road a little longer.

Mr. Wing asked do we have enough in the budget to cover this?

Mr. Lambert responded you have \$30,000 for landscape contingencies.

Mr. Torres stated since March we have spent \$1,600 from the landscape contingency, we budgeted \$30,000. The trees in preparation of hurricane season is something we do yearly so it is something we should consider approving. If you consider all these proposals you have enough in the landscape contingency to cover them.

Mr. Wing stated I suggest you pick two or three that are the highest priority, do those now and wait a couple months to see how everything is going before we commit to the rest of it. I don't know what timeframes would be. Is it better to plant an oak tree now opposed to August? Same thing for these other materials.

Mr. Johnson stated as far as the oak tree either now or the last part of the year. All these proposals except for the one for the roundabout are the same proposals that I dealt with Lourens before Jerry was here and they are a couple years old. I understand the money part of it especially since we are still in the Covid-19 pandemic and nobody wants to release a lot of funds. I would say the most important proposal on that list is the roundabout. We get the most complaints about that roundabout than any other area except for the debris and I need to make sure my guys are doing what I pay them to do. The juniper is in major decline and it has been there since the property was constructed. If you have to choose I would do the roundabout now. The 16 entrance and amenity entrance are not looking too bad, they need to be replaced but I can keep the foliage on them and keep them green.

Mr. Wing stated I talked to Jerry about the accident that happened at the roundabout that tore stuff up. Is there any chance we can recover some of the costs from the insurance company of the driver who tore it up?

Mr. Torres stated absolutely. We will have to get the police report and notify our insurance company and put in a claim against the driver's insurance.

Mr. Labanowski stated we also have \$30,000 in reserve for landscaping that can be used for the landscaping now.

Mr. Torres stated we do have reserves that can be used for that.

Mr. Wing stated given those numbers it sounds like we can safely do it all without worrying about blowing through the budget too badly. Maybe the Shaw cutting down the trees, if there are dead trees putting houses at risk we have to get those out pretty quick.

Mr. Torres stated it is routine, we do it every year.



Mr. DelBene asked rather than paying for 8 pallets of sod for \$9,000 is it possible to do a seed product and reduce our cost so we have more of a budget going further for other items such as Pescara the San Marino entrance. Is seed a possibility in that area?

Mr. Johnson stated as far as the field, I know we have done the irrigation in the longer field over at Pescara but the seeding can be completed and wheat straw put down to hold the moisture. When we get the afternoon showers in the next few months, aerating and seeing those areas would be fine. The roundabout area I would sod.

Mr. Torres stated the contribution for reserves for landscaping enhancement is \$53,000 for 2019/2020 so we haven't spent out of that. I need pictures and a written proposal with the amount to repair the damage done by the accident.

- A. Schilling Replacement – SR 16 - \$4,108.50**
- B. Schilling Replacement – Clubhouse - \$2,669.98**
- C. Roundabout Juniper Replacement - \$13,645.50 Irrigation \$1,130**
- D. Oak Tree Replacement - \$2,057.13**

On MOTION by Mr. DelBene seconded by Mr. Labanowski with all in favor the proposals A, B, C, and D from Duval Landscape in the total amount of \$23,611.11 were approved.

## **SEVENTH ORDER OF BUSINESS**

### **Update Regarding Garibaldi Way Drain Improvement (Presenter: Mike Yuro)**

Mr. Lambert stated as far as I know everything is complete.

Mr. Wing asked has anyone gone over there and verified that the work was done?

Mr. Lambert responded I have not. This type of thing will go on the check list that Diana and I are creating and in the future that will be done.

Mr. Torres stated if we need to change the process on how invoices are paid I need to know because I rely on you verifying that the work has been completed and then it is paid.

Ms. Jordan-Burks stated that is exactly correct.

**EIGHTH ORDER OF BUSINESS****Update Regarding Drainage Issues at  
Positano and San Giacomo Mail Kiosk  
(Presenter: Mike Yuro)**

Mr. Yuro stated at the last meeting we had some proposals from Duval for both projects. I think they were put on hold as far as any decisions because the county was going to do some work at one mail kiosk around the sidewalks. I talked to Justin at the county and he verified they are not matching at the sidewalk but they are going to remove the sod on the other side and regrade the area so the sod no longer forms a curb holding the water on the sidewalk and when they regrade it, it will be up to the CDD to reinstall sod there. The last I spoke to him which is almost a month ago now he said the schedule for everything was up in the air because of Corona virus but he would give a heads up to this staff within two weeks of them being out there and I haven't heard from him.

Mr. Lambert stated I haven't heard from him; I will call him.

Mr. Wing stated I don't understand why the county would be grading on the other side of the sidewalk if it is CDD property.

Mr. Yuro stated I'm not sure.

Ms. Kilinski stated I don't know enough about that specific area but it may be that it is related to the traffic light issue that we are going to discuss. There may be some records that we are missing that gives the county some right or responsibility that is not clear from the plat that staff has not received – the engineer should follow up with the County on that project.

Mr. Wing stated it is not near the traffic light.

**NINTH ORDER OF BUSINESS****Update on Mail Kiosk Station Drainage  
(Presenter: Mike Yuro)**

Mr. Yuro stated they are both similar.

Mr. Torres stated we need to figure out the county's incentive to do this, whether it is their responsibility or ours.

Mr. Labanowski asked can't we do something about the mail kiosk at the amenity center?

Mr. Yuro stated the mail kiosk at the amenity center we did get a proposal at the last meeting from Duval Landscape. That was the only one I received. I had reached out to several. It was in the order of \$4,455 to do some regrading and install some yard drain to get that water from that area towards the pond. It is totally separate from the other one so one would not impact the other.

Mr. Labanowski asked what do we need to do as far as a motion?

Mr. Torres stated I'm looking at the property appraiser's website and the mail kiosk at San Giacomo doesn't belong to us. Before we commit any repairs we need to find out who actually owns the property.

Mr. Labanowski stated we can do the repairs at the Positano mail kiosk.

Mr. Torres asked can we do some kind of search to verify the ownership of these common issues with mail kiosks before we take any further action?

Ms. Kilinski stated absolutely. The property appraiser's office is not always accurate and even with the property appraiser's office demonstrating the underlying fee belonging to the county it is possible that on our plat we dedicated some part of the improvements to the district for operation and maintenance. I will be happy to review the plat quickly and we may have done some research historically four or five years ago that we can pull from and confirm one way or the other whether we have the responsibility or not.

Mr. Torres stated I think that is the right thing to do first. We meet again in June. Do you want to approve some repairs while we wait for plats to be confirmed or wait until June to make a decision?

Mr. Labanowski stated I would like to have the repair done at the Positano mail kiosk right away. That is our property and does not require plat review.

Ms. Kilinski stated you could approve them subject to our confirmation that it is the district's responsibility or district property, whether it is one or both of them.

Mr. Torres asked how much is that repair? I don't see anything in the agenda packet.

Mr. Yuro stated in the last agenda Positano there was a proposal from Duval for \$4,455.

Mr. Torres stated I can take a motion if the board feels comfortable with proceeding.

On MOTION by Mr. Labanowski seconded by Mr. DelBene with all in favor staff was authorized to proceed with the repair to the Positano mail kiosk drainage issue in the amount of \$4,455 subject to confirmation that it is the district's responsibility.
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Mr. DelBene asked what line item will that come out of?

Mr. Torres responded capital reserves.

Mr. DelBene stated I understand there is \$61,000 is rolling over from this year's budget to next year; I would like to make sure that budget isn't affected and we will reapprove the landscape budget comes out of reserves before it comes out of our current budget, so that the rollover doesn't get affected.

Mr. Torres stated I will code it to come out of capital reserves.

Mr. DelBene stated the mail kiosk as well as the landscaping we approved.

Mr. Torres stated the landscaping we just approved we can pull out of landscape contingency, which is already budgeted.

Mr. DelBene stated then it is going to affect our rollover going into the next year.

Mr. Torres stated it only affects the carryover if we exceed the budget. You have budgeted that item.

Mr. Yuro stated I pulled up the recorded plat and the area of Positano we are talking about looks to be within CDD property within Tract A and Tract B, which is the recreation amenity center and open space landscape area.

## **TENTH ORDER OF BUSINESS**

### **Discussion of Traffic Signal Installed on Tract A (Presenter: Mike Yuro)**

Mr. Yuro stated I was alerted to some drainage issues and I saw some pictures and it appeared that the new traffic signal must have caused it to drain by going into the pond. In looking at recorded plats and design plans for the area when Murabella was first developed and also the widening of Pacetti Road it appears to me that the construction of that pole was outside of county owned right of way.

Ms. Kilinski stated Mike, Ernesto and I exchanged emails. The property research that is available on the property appraiser's website shows that the traffic light appears to be outside of county right of way. That being said it would be very surprising to me if the county constructed a traffic light without having the requisite property interests. Based on available public information Mike and I both cannot find any indication that there has been some change of property ownership, but I wouldn't want to spend too much time trying to track that down, do a public records request and spending legal fees unnecessarily if the CDD said we are not really concerned about the traffic light being there, let's just negotiate some form of easement so that if there is ongoing construction or maintenance responsibilities we have that represented by the county. I would like to get feedback from the board on how far we wanted to take it.

Mr. Labanowski asked is there someone at the county who can be contacted to discuss the issue with them to see if there is something they can do with the pole itself, not necessarily taking it out, but possibly painting it a different color than the bright metal that is there right now?

Mr. Yuro stated a good approach may be to reach out to county traffic operations and have the conversation. Ask them if they have the design plans with documentation that shows where it is. They should have some survey that shows where it is located and let them know the concerns the neighborhood has about the color and maybe they will be able to provide us with documentation that says, it is on our property or we put it there but that is not a place it could have went and if it is on CDD property I think they would be much more likely to work with us on any request you may have for painting or powder coating or whatever.

Mr. Labanowski asked are they going to replace the bushes that they destroyed on our property?

Mr. Torres stated I will need an estimate on whatever shrubs were there that were destroyed and not replaced.

Mr. Lambert stated I can do that and send it to you.

Mr. DelBene asked Chuck are you saying the county took our property without giving us notice that they were doing so?

Mr. Labanowski stated exactly.

Ms. Kilinski stated that was my point. I reviewed and I can send to the board exactly what I have reviewed and the conclusion and thoughts that I suggested to Mike and Ernesto at the end of last month when we got this information. I reviewed the plat and easements, dedication language. The district obviously owns Tract A that is for sure; I have the deed from 2005. That didn't include any easements to the county or right of way provisions. The covenants and supplements thereto didn't grant or reserve any easements to the county for any purpose and I couldn't locate any separately recorded easements in the official records that granted the county to install the traffic light. It would be surprising but not completely; we have never had that happen before where a county would install a traffic pole on district property without having some easement right. My point is if the district doesn't like it there and definitely if they made impairments to district property that is costing us money, regardless, I would want to see some form of easement negotiated. We have done that in a number of districts. Ernesto can reach out to traffic engineering department or Mike can do that and find out what documentation they have.

If they don't have documentation about their rights to enter CDD property as Mike noted we are in a great position to negotiate something that is favorable to the district and would have at the outset anyway. If we don't like it there and it is infringing on our property or causing impairments to our property or to other people's houses or whatever, we have had some pre-suit settlements where you either demand that the signal pole be taken out or that they trespassed or that there is a taking, we have been down that road as well. It is certainly worth exploring. I wanted to give the board those options whether we had a problem with it being there in which case we may want to take a little bit more affirmative action or we didn't necessarily have a problem with it being there but we want to make sure that our rights are documented and that any improvements that they have impaired, get fixed, in which case it is a little bit different approach. That is the feedback we were looking for. It sounds like we need to do a little bit more digging on the property interests. Ernesto can reach out to the folks about options that we can come back with either a preliminary form of easement or further information that they already have the property rights to be there, in which case maybe we don't have as much of a say in what has happened.

#### **ELEVENTH OFDER OF BUSINESS**

#### **Consideration of Emergency Notification Policy for Significant Events (Presenter: Jennifer Kilinski)**

Ms. Kilinski stated this is designed in part for Covid considerations but we have also used it in other districts when we have hurricanes or floods or the police have been called and giving direction to staff on how you want staff to handle those occurrences when they happen and what sort of notification, police notification, etc the board members want to staff to pursue. It is a policy and can be changed if we need to add additional provisions or modify provisions for our circumstances, we can do that from meeting to meeting.

It does give staff some direction on how you want some of these emergency proclamations handled and the idea would be that we would bring those back to you if staff took direction from the chair or took its own direction outside of a meeting because of an emergency we would bring those back to you for ratification afterwards.

Mr. DelBene stated in section 3, I would like to see the notification cut from 72 hours to 48 hours. I can't think of any reason why an email or phone call can't be made within 2 days. Under 4.2.2 the language in the second sentence where it says, as soon as is practical, I would like

the same language added in there that is from the paragraph above, but in no event more than 48 hours. That way we have time constraints for that notification.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor the emergency notification policy for significant events was approved as amended.

## **TWELFTH ORDER OF BUSINESS**

### **Discussion of Reopening Plan for Amenity Facilities (Presenter Erick Hutchinson)**

Mr. Hutchinson reviewed the proposed reopening plan for the amenity facilities. Under the plan, family pool rec swimming 25% bathing load, divided into blocks of time giving staff cleaning time, water slide will be closed, no pool furniture in Phase 1. Resident lap lane swimming to open. Tennis to open under phase 1. Playgrounds closed in Phase 1 with barriers put up. Volleyball closed, basketball court closed, trails and park areas with social distancing, food trucks with grab and to only.

Ms. Kilinski stated I will send out a memo to the board summarizing the approval.

On MOTION by Mr. Labanowski seconded by Ms. Jordan-Burks with all in favor the reopening plan for amenity facilities was approved with pools being open at 25%, lap pool swimming allowed, tennis open, water slide closed and no pool furniture and in the case of a positive Covid-19 case, close for a week and have staff sanitize the facilities.

The reopening of the pool area will take place Thursday, May 14, 2020.

## **THIRTEENTH ORDER OF BUSINESS**

### **Consideration of Resolution 2020-07 Approving the Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing Date to Adopt (Presenter: Ernesto Torres)**

On MOTION by Mr. Wing seconded by Labanowski with all in favor the public hearing was set for August 11, 2020.

Mr. Torres stated the proposed budget for fiscal year 2021 calls for no increase in assessments. There is a surplus of \$68,824 that we are going to use as carry over and that is based

on the unassigned SBA account where there are funds available to operate the district until we receive assessments from the county. As long as that account stays healthy enough to get us through the first three months of the year then the rest of the funds that are there become carry forward surplus. We have used that method for a few years. There may be a time when that is not available.

Mr. Torres gave an overview of the budget line items and the board discussed the following items: events, website compliance, insurance, after which the board took the following action.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor Resolution 2020-07 approving the proposed budget and setting the public hearing for August 11, 2020 was approved.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of License Agreement for Dance Classes with Gift of Dance (Presenter: Erick Hutchinson)**

This item tabled.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of License Agreement with Launch Performing Arts Academy Regarding the use of Certain District Facilities (Presenter: Erick Hutchinson)**

This item tabled.

**SIXTEENTH ORDER OF BUSINESS**

**Discussion of RMS Invoice During Facility Closure (COVID-19) Presenter: Ernesto Torres)**

Mr. Torres stated more than one supervisor inquired about the RMS invoice during the facility closure and included in the agenda package is a memo received each month from Riverside as a true-up credit that is applied to each invoice. Based on the agreement the facility monitor and facility attendant are supposed to be onsite so many hours. When that doesn't happen a credit comes back to the district. Also since mid-March we haven't had that kind of service as well since the shutdown occurred.

As a result of discussions, we have had at other meetings, RMS is including on their invoice a timesheet, they provide as much transparency as they can.



**SEVENTEENTH ORDER OF BUSINESS      Acceptance of Audit Report for Fiscal Year 2019 (Presenter: Ernesto Torres)**

Mr. Torres stated the audit included in your agenda package was prepared by Berger Toombs, Elam, Gaines & Frank for fiscal year 2019 and is considered to be a clean audit with no findings or recommendations.

On MOTION by Mr. Wing seconded by Ms. Jordan-Burks with all in favor the fiscal year 2019 audit report was accepted.

**EIGHTEENTH ORDER OF BUSINESS      Discussion of Surplus Property (Presenter: Wil Simmons)**

Mr. Simmons stated I know we as supervisors are held to a higher standard and what came to my attention is if there is any type of surplus that the guys or RMS may have, I think we have to exercise very critical judgment and from a perception basis, we can't just help ourselves to anything that belongs to the district. It is just not a good look and it could be the wrong connotation because we are elected officials and that gets misconstrued. I implore all the supervisors including myself to refrain from anything that is surplus that you may want to help yourself to. Even ethically we really don't want those issues. We don't want those. Let's govern ourselves accordingly and let's remember that we are elected officials and we represent this community and the things we are taking belong to the community, it doesn't belong to us, it belongs to the community. Having said that, I want us to govern ourselves accordingly.

Mr. Wing stated I have a statement I want to read and request that it be included in the minutes.

Supervisor Labanowski has done many good things for this community during his tenure on this Board and I have often publicly commended him for his efforts. However, in recent months Supervisor Labanowski has demonstrated what I believe is poor judgement at best and perhaps serious ethical violations that betray the public trust. His behavior has been discussed in each of the past 4 Board meetings resulting in his being counseled by both the district attorney and the district manager. In addition, his behavior prompted this Board to pass a resolution limiting legal liability protections for a supervisor found to be acting outside the scope of their duties and responsibilities.

The first incident involved Supervisor Labanowski confronting several homeowners and their children over a violation of district policy that escalated to the point where the homeowner

called County Sheriff's Deputies to intervene. The homeowners involved attended the next board meeting in order to present and bring attention to the incident. Following a discussion with the district's counsel, it was made clear it is not appropriate for a Supervisor to act as an enforcement official in such matters.

At the following meeting, another homeowner addressed the Board citing a similar incident whereby Supervisor Labanowski had confronted him regarding district policy issues. Once again a discussion was held reiterating that policy enforcement by an individual supervisor is not within the scope of their duties.

At the next Board meeting, it was reported and confirmed that Supervisor Labanowski had removed district property for his own personal use. It was also confirmed that the property had not been declared as surplus and that no permission had been given to Supervisor Labanowski by either the Board or district staff to take this property. In a subsequent meeting with the district manager and district counsel, Supervisor Labanowski admitted to taking the property and as of this date, has neither returned the property nor even acknowledged any transgressions on his part.

In my opinion, these actions represent serious violations of the public trust and ethical behavior that should not be overlooked, nor go unaddressed. I regret that it has come to this but for the good of this community and this board I urge Supervisor Labanowski to voluntarily resign his position immediately.

Mr. Simmons asked Chuck, do you want to address this?

Mr. Torres stated he is on the line.

Mr. Simmons stated I think it is right to address that if that is what he chooses to do.

Mr. Labanowski stated I have one comment. It is a shame that it has come to this by a fellow board member, who I used to have a little bit of respect for. My issues are this was declared as debris and it was being thrown in the dumpster. Another individual took some of those stones that were being thrown in the dumpster and they took, yet nothing is being said about that individual. The concern I've got is prior to a new management. The previous management company was trying to save the district the cost of having those removed so they were putting them a little at a time in the dumpster and they were offered out to anybody that wanted to take them to get them out of there. So, I'm just going to leave it at that. It is ridiculous it has come to this. That's all I'm going to say.

**NINETEENTH ORDER OF BUSINESS      Staff Reports (Part 2)**

**A.    Attorney - (Presenter: Jennifer Kilinski)**

There being none, the next item followed.

**B.    Manager - (Presenter: Ernesto Torres)**

**1.    Report on Number of Registered Voters**

A copy of the letter from the supervisor of elections indicating that there are 2,074 registered voters within the district was included in the agenda package.

Mr. Torres stated we do have a qualification period from June 8<sup>th</sup> through June 12<sup>th</sup> and Diana, you are in one of the seats that will have to qualify if you want to be elected and be on the November ballot. Mr. Simmons seat is also up for election. You have to visit the supervisor of elections office and register for election.

Mr. Wing asked would it be a sunshine violation if I shared with Diana the process of how that works?

Ms. Kilinski responded it is not. That is not a decision that will come before the board, so it is not a problem.

**C.    Operation Manager – (Presenter: Jerry Lambert)**

**1.    Report**

A copy of the operation manager's report was included in the agenda package.

**2.    Proposal from Hoover Pumping Systems**

This item tabled.

**D.    Amenity Center Update (Presenter: Erick Hutchinson)**

Mr. Hutchinson stated I know graduation is coming up and someone reached out to me earlier. Would you like me to entertain the possibility of having the graduates drive around Positano and maybe write something on their windows saying I'm a graduate? There is not much I feel they can do but if that is something you would like I can put out an eblast on it.

Ms. Jordan-Burks asked is that like one of the parades they have been doing in other communities?

Mr. Hutchinson stated I don't have details because I haven't worked on specifics. My initial plan was that I could reach out to the fire department and maybe they can follow the fire truck. I tried numerous times and have left voicemails and I can't get through. I wouldn't be there to patrol it, but I could set a date and time saying if you want to participate in driving around maybe Positano from this time to that time you can write stuff on your windows if you would like. It probably wouldn't be much more involved than that just because of the pandemic parameters.

Ms. Jordan-Burks stated I think that would be a great idea as a community to support our seniors; they won't get that big moment that they would have gotten, every little bit helps.

Mr. Simmons asked can you put something on the marquee, on both the boards? Just congratulations to the Grads or something?

Mr. Hutchinson stated absolutely. When I send out an eblast I can say congratulations and I can put that on the mymurabella website as well.

Mr. Simmons stated I support the drive around too.

Mr. Labanowski asked when is the marquee going to be replaced on Positano

Mr. Hutchinson stated what I proposed before and got put to the wayside. I was hoping for an electronic board, but it would be a separate discussion at this point. I do have separate bids to put in an electronic board, it wouldn't include all the labor costs but it will give you an idea of what we can do with an electronic board. As to replacing what came down I don't have the numbers.

## **1. Discussion of Shared Revenue Report**

This item tabled.

## **2. Discussion of Fighting Turtles Swim Season**

This item tabled.

## **TWENTIETH ORDER OF BUSINESS**

**Approval of Consent Agenda (Presenter:  
Ernesto Torres)**

**A. Approval of Minutes of the March 10, 2020 Meeting**

**B. Balance Sheet as of March 31, 2020 and Statement of Revenues & Expenditures  
for the Period Ending March 31, 2020; Month-to-Month Income Statement;  
Assessment Receipt Schedule**

**C. Approval of Check Register**

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

**TWENTY-FIRST ORDER OF BUSINESS      Supervisor's Requests and Audience Comments**

Ms. Venezia stated the HOA has already approved a digital board to replace the one that had fallen down by the mail kiosk on Positano. I think we have given pricing to the community. Why is that not being approved yet? Is there any particular reason why so we can get that going?

Mr. Torres stated if I have received an email on that matter I apologize because I didn't add it to the agenda or discuss it with the chair. I would think there would be some sort of agreement required if the HOA was going to provide property to the CDD and have it installed on CDD property. I will be happy to discuss it with you or whoever from the HOA and bring it to the CDD board.

Ms. Venezia stated we will have George send you an email regarding that.

Mr. DelBene asked it is a possibility to retain the use of Zoom on a going forward basis for the community?

Ms. Kilinski responded there is a possibility, I will leave it to Ernesto on what he is able to manage but from a public participation standpoint that is where that would come into use once the physical quorum waiver requirements come into play, you still have to have three members present to satisfy the quorum requirements but in terms of means of access for public participation your imagination is the limit.

Mr. DelBene stated the reason I'm asking is I know we have an issue with the public having access to our agenda at the meeting and if Ernesto was on Zoom managing the meeting like he is today he can potentially share his screen and the agenda would be available at the exact same time. A lot of people have requested a means of interacting and the Facebook videos I post are not interacting. I get ideas and comments and bring them to Ernesto afterwards. With Zoom we could potentially have a lot more interaction from the community that is unavailable to go to meetings. I don't think there are additional requirements that we need, it would be the setup while we have the meetings.

Mr. Torres stated I think it is going to be pertinent especially for the next four or five months as we get back to some sort of normalcy without all these phased reopenings. It would be logical to have a meeting with very limited capacity onsite and the alternate for that would probably be some sort of platform like this. I think it can be doable.

Mr. Simmons stated welcome Diana.

**TWENTY-SECOND ORDER OF BUSINESS      Next Scheduled Meeting – June 9, 2020 at 6:30 p.m.**

Mr. Torres stated the next meeting is June 9, 2020.

On MOTION by Mr. Wing seconded by Mr. Simmons with all in favor the meeting adjourned at 2:47 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

*Turnbull Creek*  
*Community Development District*  
*Unaudited Financial Reporting*  
*April 30, 2020*



*Turnbull Creek*  
*Community Development District*  
*Combined Balance Sheet*  
*April 30, 2020*

	<u>Governmental Fund Types</u>			
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals</u>
				<u>(Memorandum Only)</u>
<b><u>Assets:</u></b>				
Cash - Wells Fargo	---	---	---	\$225,929
Cash - Hancock Bank	\$67,854	---	---	\$67,854
Investments:				
Investment - SBA	\$42	---	---	\$42
Investment-General Account	\$775,781	---	---	\$775,781
<b><u>Series 2015 A1-A2</u></b>				
Revenue	---	\$950,320	---	\$950,320
Reserve A1	---	\$391,908	---	\$391,908
Reserve A2	---	\$107,728	---	\$107,728
Prepayment A1	---	\$11,412	---	\$11,412
Prepayment A2	---	\$28,635	---	\$28,635
Construction	---	---	\$1	\$1
COI	---	---	\$2,741	\$2,741
<b><u>Series 2015 B1-B2</u></b>				
Revenue B	---	\$76,110	---	\$76,110
Reserve B1	---	\$33,079	---	\$33,079
Reserve B2	---	\$9,638	---	\$9,638
Prepayment B1	---	\$1,132	---	\$1,132
Prepayment B2	---	\$2,212	---	\$2,212
Redemption	---	\$105	---	\$105
<b><u>Series 2016</u></b>				
Sinking	---	\$150,000	---	\$150,000
Reserve	---	\$121,939	---	\$121,939
Revenue	---	\$58,661	---	\$58,661
Prepayment	---	\$10,000	---	\$10,000
Interest	---	\$69,616	---	\$69,616
Due From General Fund	---	\$12,925	---	\$12,925
Prepaid Expenses	\$4,617	---	---	\$4,617
Assessment Receivable	\$47,868	\$33,453	---	\$81,321
<b>Total Assets</b>	<b>\$896,162</b>	<b>\$2,068,871</b>	<b>\$2,742</b>	<b>\$3,193,704</b>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$29,451	---	---	\$29,451
Due to Debt Service 2016	\$12,925	---	---	\$12,925
<b><u>Fund Balances:</u></b>				
Assigned General Fund	\$48,726	---	---	\$48,726
Restricted for Debt Service	---	\$2,068,871	---	\$2,068,871
Restricted for Capital Projects	---	---	\$2,742	\$2,742
Nonspendable	\$4,617	---	---	\$4,617
Unassigned	\$800,443	---	---	\$1,026,372
<b>Total Liabilities and Fund Equity</b>	<b>\$896,162</b>	<b>\$2,068,871</b>	<b>\$2,742</b>	<b>\$3,193,704</b>

**Turnbull Creek**  
**Community Development District**  
**General Fund**  
*Statement of Revenues & Expenditures*  
*For the Period ending April 30, 2020*

	Adopted Budget	Prorated Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments	\$1,126,178	\$1,126,178	\$1,119,634	(\$6,544)
Interest/Miscellaneous	\$2,000	\$1,167	\$3,954	\$2,788
Amenities Revenue	\$2,000	\$1,167	\$4,067	\$2,901
<b>Total Revenues</b>	<b>\$1,130,178</b>	<b>\$1,128,511</b>	<b>\$1,127,655</b>	<b>(\$856)</b>

**Expenditures:**

**Administrative**

Supervisor Fees	\$5,600	\$3,267	\$3,000	\$267
FICA Expense	\$428	\$250	\$230	\$20
Engineering (Yuro & Associates, LLC)	\$13,000	\$7,583	\$7,625	(\$42)
Arbitrage (Grau)	\$2,400	\$0	\$0	\$0
Dissemination (GMS & Disclosure Services)	\$2,200	\$1,483	\$2,017	(\$533)
Trustee (US Bank)	\$14,620	\$13,890	\$13,890	\$0
Attorney (HGS)	\$40,000	\$23,333	\$29,046	(\$5,712)
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Grau and Assoc)	\$3,525	\$0	\$0	\$0
Management Fees (GMS)	\$45,000	\$26,250	\$26,250	\$0
Information Technology (GMS)	\$1,600	\$933	\$933	\$0
Telephone	\$450	\$263	\$228	\$34
Postage	\$1,100	\$642	\$337	\$304
Printing & Binding	\$1,800	\$1,050	\$536	\$514
Insurance (FIA)	\$8,816	\$8,816	\$8,214	\$602
Legal Advertising	\$1,400	\$817	\$453	\$363
Other Current Charges	\$1,300	\$758	\$311	\$447
Office Supplies	\$170	\$99	\$16	\$83
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$1,200	\$700	\$700	\$0

<b>Administrative Expenses</b>	<b>\$149,784</b>	<b>\$95,309</b>	<b>\$98,961</b>	<b>(\$3,652)</b>
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**Amenity Center**

Insurance (FIA)	\$15,664	\$15,664	\$13,779	\$1,885
Pest Control (Turner Pest Control)	\$3,123	\$1,822	\$1,295	\$527
Repairs & Replacements	\$36,000	\$21,000	\$29,898	(\$8,898)
Recreational Passes	\$800	\$390	\$390	\$0
Office Supplies	\$1,100	\$642	\$360	\$281
Other Current Charges	\$300	\$175	\$270	(\$95)
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,606	\$1,606	\$0

**Utilities**

Water & Sewer (STCUD)	\$10,900	\$6,358	\$6,532	(\$173)
Electric (FPL)	\$36,000	\$21,000	\$19,247	\$1,753
Telephone/Internet (Comcast)	\$3,800	\$2,217	\$2,112	\$105

**Turnbull Creek**  
**Community Development District**  
**General Fund**  
*Statement of Revenues & Expenditures*  
*For the Period ending April 30, 2020*

	Adopted Budget	Prorated Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Amenity Center Cont'd.</u></b>				
<b><u>Management Contracts</u></b>				
Lifeguards/Pool Monitors (ASG)	\$31,245	\$0	\$0	\$0
Facility Monitor (ASG)	\$24,200	\$14,117	\$9,380	\$4,737
Facility Management (ASG)	\$61,000	\$35,583	\$35,583	\$0
Facility Attendants (ASG)	\$16,200	\$9,450	\$6,563	\$2,887
Field Operations (ASG)	\$51,259	\$29,901	\$29,901	\$0
Facility Maintenance (ASG)	\$49,000	\$28,583	\$28,583	\$0
Pool Maintenance (ASG)	\$14,317	\$8,352	\$8,108	\$243
Pool Chemicals	\$13,144	\$7,667	\$6,481	\$1,186
Janitorial Services (ASG)	\$9,064	\$5,287	\$5,133	\$154
Common Area Waste Collection	\$18,300	\$10,675	\$10,675	\$0
Program Director (ASG)	\$2,575	\$1,502	\$1,502	\$0
Refuse Service (Advance Disposal)	\$9,840	\$5,740	\$5,036	\$704
Security - ENVERA	\$6,409	\$3,739	\$3,451	\$288
Special Events	\$9,000	\$6,041	\$6,041	\$0
<b><u>Amenity Center Expenses</u></b>	<b>\$425,240</b>	<b>\$237,510</b>	<b>\$231,926</b>	<b>\$5,584</b>
<b><u>Grounds Maintenance</u></b>				
Streetlighting (FPL)	\$36,000	\$21,000	\$20,951	\$49
Lake Maintenance (Future Horizons)	\$11,580	\$6,755	\$8,225	(\$1,470)
Landscape Maintenance (Duval Landscape)	\$305,000	\$177,917	\$177,372	\$545
Landscape Contingency	\$30,000	\$17,500	\$9,967	\$7,533
Irrigation Repairs	\$6,000	\$6,000	\$5,645	\$355
Capital Reserves	\$215,300	\$100,000	\$100,000	\$0
<b><u>Grounds Maintenance Expenses</u></b>	<b>\$603,880</b>	<b>\$329,172</b>	<b>\$322,161</b>	<b>\$7,011</b>
<b><u>Total Expenses</u></b>	<b>\$1,178,904</b>	<b>\$661,991</b>	<b>\$653,048</b>	<b>\$8,943</b>
<b><u>Excess Revenues (Expenditures)</u></b>	<b>(\$48,726)</b>		<b>\$474,607</b>	
<b><u>Fund Balance - Beginning</u></b>	<b>\$48,726</b>		<b>\$379,179</b>	
<b><u>Fund Balance - Ending</u></b>	<b>\$0</b>		<b>\$853,787</b>	

**Turnbull Creek**  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
*FY 2020*

<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>Total</i>
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**Revenues:**

<i>Maintenance Assessments</i>	\$0	\$90,219	\$147,322	\$831,291	\$0	\$12,108	\$38,694	\$0	\$0	\$0	\$0	\$0	\$1,119,634
<i>Interest/Miscellaneous</i>	\$219	\$1,021	\$24	\$385	\$84	\$108	\$2,114	\$0	\$0	\$0	\$0	\$0	\$3,954
<i>Amenities Revenue</i>	\$2,497	\$0	\$0	\$850	\$0	\$0	\$720	\$0	\$0	\$0	\$0	\$0	\$4,067

**Total Revenues**

\$2,716	\$91,239	\$147,346	\$832,526	\$84	\$12,217	\$41,528	\$0	\$0	\$0	\$0	\$0	\$0	\$1,127,655
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**Expenditures:**

**Administrative**

<i>Supervisor Fees</i>	\$0	\$800	\$0	\$800	\$800	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
<i>FICA Expense</i>	\$0	\$61	\$0	\$61	\$61	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$230
<i>Engineering</i>	\$313	\$625	\$1,813	\$750	\$1,250	\$2,313	\$563	\$0	\$0	\$0	\$0	\$0	\$7,625
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Dissemination</i>	\$483	\$183	\$133	\$167	\$167	\$717	\$167	\$0	\$0	\$0	\$0	\$0	\$2,017
<i>Trustee</i>	\$3,631	\$0	\$0	\$0	\$0	\$5,759	\$4,500	\$0	\$0	\$0	\$0	\$0	\$13,890
<i>Attorney</i>	\$3,763	\$6,479	\$1,988	\$6,038	\$1,500	\$6,781	\$2,497	\$0	\$0	\$0	\$0	\$0	\$29,046
<i>Tax Roll Assessments</i>	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Management Fees</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
<i>Computer Time</i>	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$933
<i>Telephone</i>	\$85	\$0	\$31	\$16	\$0	\$19	\$78	\$0	\$0	\$0	\$0	\$0	\$228
<i>Postage</i>	\$37	\$8	\$9	\$237	\$8	\$23	\$15	\$0	\$0	\$0	\$0	\$0	\$337
<i>Printing &amp; Binding</i>	\$57	\$37	\$114	\$94	\$61	\$63	\$109	\$0	\$0	\$0	\$0	\$0	\$536
<i>Insurance</i>	\$8,214	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,214
<i>Legal Advertising</i>	\$0	\$76	\$0	\$184	\$0	\$108	\$85	\$0	\$0	\$0	\$0	\$0	\$453
<i>Other Current Charges</i>	\$31	\$44	\$41	\$90	\$42	\$40	\$25	\$0	\$0	\$0	\$0	\$0	\$311
<i>Office Supplies</i>	\$1	\$0	\$1	\$1	\$6	\$7	\$1	\$0	\$0	\$0	\$0	\$0	\$16
<i>Dues, Licenses &amp; Subscriptions</i>	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Website Compliance</i>	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$700

**Administrative Expenses**

\$25,773	\$12,297	\$8,113	\$12,421	\$7,879	\$20,457	\$12,023	\$0	\$0	\$0	\$0	\$0	\$0	\$98,961
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**Amenity Center**

<i>Insurance</i>	\$14,667	\$0	\$0	\$0	\$0	(\$888)	\$0	\$0	\$0	\$0	\$0	\$0	\$13,779
<i>Pest Control</i>	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$0	\$0	\$0	\$0	\$0	\$1,295
<i>Repairs &amp; Replacements</i>	\$3,269	\$3,019	\$1,149	\$6,435	\$5,314	\$5,621	\$5,091	\$0	\$0	\$0	\$0	\$0	\$29,898
<i>Recreational Passes</i>	\$390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390
<i>Office Supplies</i>	\$0	\$0	\$0	\$0	\$0	\$4	\$356	\$0	\$0	\$0	\$0	\$0	\$360
<i>Other Current Charges</i>	\$0	\$45	\$45	\$45	\$45	\$45	\$45	\$0	\$0	\$0	\$0	\$0	\$270
<i>Permit Fees</i>	\$365	\$0	\$0	\$1,241	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,606

**Utilities**

<i>Water &amp; Sewer</i>	\$549	\$763	\$986	\$593	\$758	\$684	\$2,199	\$0	\$0	\$0	\$0	\$0	\$6,532
<i>Electric</i>	\$2,739	\$3,108	\$2,840	\$2,661	\$2,637	\$2,656	\$2,606	\$0	\$0	\$0	\$0	\$0	\$19,247
<i>Telephone/Cable/Internet</i>	\$299	\$299	\$299	\$305	\$304	\$304	\$304	\$0	\$0	\$0	\$0	\$0	\$2,112

*Turnbull Creek  
Community Development District  
General Fund  
Month By Month Income Statement  
FY 2020*

	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>Total</i>
<b><i>Amenity Center Cont'd.</i></b>													
<b><u>Management Contracts</u></b>													
<i>Pool Monitors/Lifeguards</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Facility Monitor</i>	\$272	\$2,017	\$1,522	\$1,432	\$1,802	\$1,548	\$788	\$0	\$0	\$0	\$0	\$0	\$9,380
<i>Facility Management (5,083.33)</i>	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$0	\$0	\$0	\$0	\$0	\$35,583
<i>Facility Attendants</i>	\$1,350	\$795	\$868	\$1,012	\$900	\$901	\$738	\$0	\$0	\$0	\$0	\$0	\$6,563
<i>Field Operations (4,271.58)</i>	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$0	\$0	\$0	\$0	\$0	\$29,901
<i>Facility Maintenance (4,083.33)</i>	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$0	\$0	\$0	\$0	\$0	\$28,583
<i>Pool Maintenance (1,158.33)</i>	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$0	\$0	\$0	\$0	\$0	\$8,108
<i>Pool Chemicals (854.91 and 1399.10)</i>	\$831	\$831	\$855	\$855	\$855	\$855	\$1,399	\$0	\$0	\$0	\$0	\$0	\$6,481
<i>Janitorial Services (733.33)</i>	\$733	\$733	\$733	\$733	\$733	\$733	\$733	\$0	\$0	\$0	\$0	\$0	\$5,133
<i>Common Area Waste Collection</i>	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$0	\$0	\$0	\$0	\$0	\$10,675
<i>Refuse Service</i>	\$0	\$821	\$821	\$848	\$848	\$848	\$848	\$0	\$0	\$0	\$0	\$0	\$5,036
<i>Security - Envera (493)</i>	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$0	\$0	\$0	\$0	\$0	\$3,451
<i>Special Events</i>	\$1,716	\$6,529	\$2,139	(\$8,338)	\$1,570	\$1,874	\$551	\$0	\$0	\$0	\$0	\$0	\$6,041
<i>Program Director (214.58)</i>	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$0	\$0	\$0	\$0	\$0	\$1,502
<b><i>Amenity Center Expenses</i></b>	<b>\$44,193</b>	<b>\$35,974</b>	<b>\$29,270</b>	<b>\$24,836</b>	<b>\$32,780</b>	<b>\$32,200</b>	<b>\$32,674</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$231,926</b>
<b><u>Grounds Maintenance</u></b>													
<i>Street lighting</i>	\$2,971	\$2,969	\$2,959	\$2,970	\$2,964	\$2,964	\$3,154	\$0	\$0	\$0	\$0	\$0	\$20,951
<i>Lake Maintenance (\$1,175.00)</i>	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$0	\$0	\$0	\$0	\$0	\$8,225
<i>Landscape Maintenance (\$25,3384.88)</i>	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$0	\$0	\$0	\$0	\$0	\$177,372
<i>Landscape Contingency</i>	\$0	\$0	\$0	\$1,605	\$0	\$8,362	\$0	\$0	\$0	\$0	\$0	\$0	\$9,967
<i>Irrigation Repairs</i>	\$1,685	\$1,060	\$0	\$1,390	\$785	\$0	\$725	\$0	\$0	\$0	\$0	\$0	\$5,645
<i>Capital Reserves</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
<b><i>Grounds Maintenance Expenses</i></b>	<b>\$31,170</b>	<b>\$30,543</b>	<b>\$29,473</b>	<b>\$32,479</b>	<b>\$30,263</b>	<b>\$37,840</b>	<b>\$130,393</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$322,161</b>
<b><i>Total Expenses</i></b>	<b>\$101,135</b>	<b>\$78,814</b>	<b>\$66,856</b>	<b>\$69,736</b>	<b>\$70,922</b>	<b>\$90,497</b>	<b>\$175,089</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$653,048</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>(\$98,419)</b>	<b>\$12,425</b>	<b>\$80,490</b>	<b>\$762,790</b>	<b>(\$70,838)</b>	<b>(\$78,280)</b>	<b>(\$133,561)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$474,607</b>

**Turnbull Creek**  
**Community Development District**  
*Debt Service Fund - Series 2015A1-A2*  
**Statement of Revenues & Expenditures**  
*For the Period ending April 30,2020*

<i>Adopted Budget</i>	<i>Prorated Thru 04/30/20</i>	<i>Actual Thru 04/30/20</i>	<i>Variance</i>
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**Revenues:**

<i>Interest Income</i>	\$5,000	\$300	\$7,907	\$7,607
<i>Assessments</i>	\$989,969	\$989,969	\$981,528	(\$8,441)
<i>Prepayments A1</i>	\$0	\$0	\$14,001	\$14,001
<i>Prepayments A2</i>	\$0	\$0	\$0	\$0

<b><i>Total Revenues</i></b>	\$994,969	\$990,269	\$1,003,436	\$13,167
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**Expenditures**

**Series 2015A-1**

<i>Interest 11/1</i>	\$178,084	\$178,084	\$178,084	\$0
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$178,084	\$0	\$0	\$0
<i>Principal 5/1</i>	\$425,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0

**Series 2015A-2**

<i>Interest 11/1</i>	\$54,388	\$54,388	\$54,388	\$0
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$54,388	\$0	\$0	\$0
<i>Principal 5/1</i>	\$100,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0

<b><i>Total Expenditures</i></b>	\$989,943	\$232,471	\$242,471	(\$10,000)
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<b><i>Excess Revenues (Expenditures)</i></b>	\$5,027	\$757,798	\$760,965	\$3,167
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**Other Sources (Uses)**

<i>Operating Transfer In (Out)</i>	\$0	\$0	\$0	\$0
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<b><i>Total Other Sources(Uses)</i></b>	\$0	\$0		
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<b><i>Net Change in Fund Balance</i></b>	\$5,027	\$760,965		
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<b><i>Fund Balance - Beginning</i></b>	\$257,026	\$762,491		
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<b><i>Fund Balance - Ending</i></b>	\$262,053	\$1,523,456		
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**Turnbull Creek**  
**Community Development District**  
**Debt Service Fund - Series 2015B1-B2**  
**Statement of Revenues & Expenditures**  
**For the Period ending April 30,2020**

<i>Adopted</i> <i>Budget</i>	<i>Prorated</i> <i>Thru</i> <i>04/30/20</i>	<i>Actual</i> <i>Thru</i> <i>04/30/20</i>	<i>Variance</i>
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**Revenues:**

<i>Interest Income</i>	\$700	\$408	\$693	\$284
<i>Assessments</i>	\$79,318	\$79,318	\$75,933	(\$3,385)
<i>Prepayments B1</i>	\$0	\$0	\$1,176	\$1,176
<i>Prepayments B2</i>	\$0	\$0	\$0	\$0

***Total Revenues***

\$80,018	\$79,726	\$77,801	(\$1,925)
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**Expenditures**

**Series 2015B-1**

<i>Interest 11/1</i>	\$19,795	\$19,795	\$19,795	\$0
<i>Interest 5/1</i>	\$19,795	\$0	\$0	\$0
<i>Principal 5/1</i>	\$20,000	\$0	\$0	\$0

**Series 2015B-2**

<i>Interest 11/1</i>	\$5,669	\$5,669	\$5,669	\$0
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$5,669	\$0	\$0	\$0
<i>Principal 5/1</i>	\$5,000	\$0	\$0	\$0

***Total Expenditures***

\$75,928	\$25,464	\$30,464	(\$5,000)
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***Excess Revenues (Expenditures)***

\$4,091	\$54,263	\$47,338	
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**Other Sources (Uses)**

<i>Operating Transfer In (Out)</i>	\$0	\$0	\$0	\$0
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***Total Other Sources(Uses)***

\$0	\$0		
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***Net Change in Fund Balance***

\$4,091                      \$47,338

***Fund Balance - Beginning***

\$32,495	\$74,938		
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***Fund Balance - Ending***

\$36,585	\$122,276		
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**Turnbull Creek**  
**Community Development District**  
**Debt Service Fund - Series 2016**  
**Statement of Revenues & Expenditures**  
**For the Period ending April 30, 2020**

	<i>Adopted Budget</i>	<i>Prorated Thru 04/30/20</i>	<i>Actual Thru 04/30/20</i>	<i>Variance</i>
<b><u>Revenues:</u></b>				
<i>Interest Income</i>	\$2,000	\$1,167	\$1,781	\$615
<i>Assessments</i>	\$286,688	\$286,688	\$284,847	(\$1,841)
<b><i>Total Revenues</i></b>	<b>\$288,688</b>	<b>\$287,855</b>	<b>\$286,629</b>	<b>(\$1,226)</b>
<b><u>Expenditures</u></b>				
<b><u>Series 2016</u></b>				
<i>Interest 11/1</i>	\$69,616	\$69,616	\$69,616	\$0
<i>Interest 5/1</i>	\$69,616	\$0	\$0	\$0
<i>Principal 5/1</i>	\$150,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0
<b><i>Total Expenditures</i></b>	<b>\$289,231</b>	<b>\$69,616</b>	<b>\$69,616</b>	<b>\$0</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>(\$543)</b>	<b>\$218,239</b>	<b>\$217,013</b>	
<b><i>Fund Balance - Beginning</i></b>	<b>\$85,785</b>		<b>\$206,126</b>	
<b><i>Fund Balance - Ending</i></b>	<b>\$85,242</b>		<b>\$423,139</b>	



**Turnbull Creek**  
**Community Development District**  
**Capital Projects Fund**  
*Statement of Revenues & Expenditures*  
*For the Period ending April 30,2020*

Series 2015A-1 & A-2
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**Revenues:**

Interest Income	\$24
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<b>Total Revenues</b>	<b>\$24</b>
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**Expenditures**

Capital Outlay (1) - Series 2016	\$0
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Capital Outlay - Series 2015A-1-A2	\$0
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Capital Outlay - Series 2015 B-1-B2	\$0
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Cost of Issuance	\$0
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<b>Total Expenditures</b>	<b>\$0</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$24</b>
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**Other Sources (Uses)**

Operating Transfer In	\$0
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<b>Total Other Sources(Uses)</b>	<b>\$0</b>
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<b>Net Change in Fund Balance</b>	<b>\$24</b>
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<b>Fund Balance - Beginning</b>	<b>\$2,718</b>
---------------------------------	----------------

<b>Fund Balance - Ending</b>	<b>\$2,742</b>
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**Turnbull Creek**  
**Community Development District**  
**Capital Reserve Funds**  
**Statement of Revenues & Expenditures**  
**For the Period ending April 30,2020**

	<i>Adopted Budget</i>	<i>Prorated Thru 04/30/20</i>	<i>Actual Thru 04/30/20</i>	<i>Variance</i>
<b><u>Revenues:</u></b>				
<i>Capital Reserve Funding - Transfer In</i>	\$215,300	\$100,000	\$100,000	\$0
<b><i>Total Revenues</i></b>	<b>\$215,300</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$0</b>
<b><u>Expenditures</u></b>				
<i>Repair and Replacement</i>	\$105,496	\$61,539	\$15,105	\$46,434
<i>Capital Outlay</i>	\$0	\$0	\$6,140	(\$6,140)
<i>Other Current Charges</i>	\$200	\$117	\$132	(\$16)
<b><i>Total Expenditures</i></b>	<b>\$105,696</b>	<b>\$61,656</b>	<b>\$21,378</b>	<b>\$40,278</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>\$109,604</b>		<b>\$78,622</b>	
<b><i>Fund Balance - Beginning</i></b>	<b>\$164,348</b>		<b>\$147,306</b>	
<b><i>Fund Balance - Ending</i></b>	<b>\$273,952</b>		<b>\$225,929</b>	

**TURNBULL COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020 ASSESSMENT RECEIPTS SUMMARY**

<b>TAX ROLL</b>	<b># UNITS ASSESSED</b>	<b>TOTAL ASSESSED</b>	<b>SERIES 2015A1- 2 DEBT ASSESSED</b>	<b>SERIES 2016 DEBT ASSESSED</b>	<b>SERIES 2015B1-2 DEBT ASSESSED</b>	<b>FY20 O&amp;M ASSESSED</b>
<b>CERTIFIED TAX ROLL</b>	<b>959</b>	<b>2,478,962.18</b>	<b>987,239.09</b>	<b>286,504.77</b>	<b>79,069.42</b>	<b>1,126,148.91</b>

<b>TAX ROLL RECEIPTS</b>						
<b>DATE RECEIVED</b>	<b>ST JOHNS CO. DIST.</b>	<b>TOTAL RECEIVED</b>	<b>SERIES 2015A1- 2 DEBT RECEIVED</b>	<b>SERIES 2016 DEBT RECEIVED</b>	<b>SERIES 2015B1-2 DEBT RECEIVED</b>	<b>O&amp;M RECEIVED</b>
11/19/2019	1	50,984.75	20,304.52	5,892.54	1,626.22	23,161.47
11/25/2019	2	24,642.07	9,813.63	2,847.99	785.99	11,194.46
11/26/2019	3	122,969.42	48,972.19	14,212.13	3,922.25	55,862.85
12/13/2019	4	120,421.52	47,957.50	13,917.65	3,840.99	54,705.38
12/19/2019	5 (11/26-12/6)	203,875.37	81,192.74	23,562.79	6,502.84	92,617.00
1/14/2020	6 (11/2-11/3)	1,216,508.28	484,470.69	140,597.31	38,801.96	552,638.32
1/29/2020	7 (11/9-12/31)	610,915.71	243,295.31	70,606.27	19,485.88	277,528.25
1/30/2020	INT (10/1-12/31)	2,474.74	985.56	286.02	78.93	1,124.23
3/30/2020	8 (1/1-1/30)	26,653.53	10,614.69	3,080.47	850.15	12,108.22
4/12/2020	INTEREST	1,174.93	467.91	135.79	37.48	533.75
5/6/2020	9 (2/1-4/30)	84,000.44	33,452.92	9,708.31	2,679.29	38,159.92
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>2,464,620.76</b>	<b>981,527.66</b>	<b>284,847.27</b>	<b>78,611.98</b>	<b>1,119,633.85</b>

<b>PERCENT COLLECTED</b>	<b>99.42%</b>	<b>99.42%</b>	<b>99.42%</b>	<b>99.42%</b>	<b>99.42%</b>
--------------------------	---------------	---------------	---------------	---------------	---------------

*Turnbull Creek*  
*Community Development District*  
*Long Term Debt Report*

<b>Series 2015A1-A2 Special Assessment Refunding Bonds</b>	
Interest Rate:	4.190%
Maturity Date:	5/1/2035
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$495,258
Reserve Fund Balance:	\$499,636
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)
Less: May 1, 2018 (Principal-A1)	(\$405,000)
Less: May 1, 2018 (Principal-A2)	(\$90,000)
Less: May 1, 2018 (Prepayment -A1)	(\$15,000)
Less: November 1, 2018 (Principal-A1)	(\$5,000)
Less: May 1, 2019 (Principal-A1)	(\$400,000)
Less: May 1, 2019 (Principal-A2)	(\$95,000)
Less: May 1, 2019 (Prepayment -A1)	(\$5,000)
Less: May 1, 2019 (Prepayment -A2)	(\$30,000)
Less: November 1, 2019 (Prepayment -A1)	(\$5,000)
Less: November 1, 2019 (Prepayment -A2)	(\$5,000)
Current Bonds Outstanding	\$11,300,000

<b>Series 2015B1-B2 Pond Bank Reconstruction Special Assessment Bonds</b>	
Interest Rate:	4.450%
Maturity Date:	5/1/2045
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$41,378
Reserve Fund Balance:	\$42,717
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)
Less: May 1, 2018 (Principal-B1)	(\$20,000)
Less: May 1, 2018 (Principal-B2)	(\$5,000)
Less: November 1, 2018 (Principal-B2)	(\$5,000)
Less: May 1, 2019 (Principal-B1)	(\$20,000)
Less: May 1, 2019 (Principal-B2)	(\$5,000)
Less: November 1, 2019 (Principal-B2)	(\$5,000)
Current Bonds Outstanding	\$1,165,000

<b>Series 2016 Special Assessment Refunding and Revenue Bonds</b>	
Interest Rate:	3.700%
Maturity Date:	11/1/2037
Reserve Fund Definition:	40% Max Annual Debt
Reserve Fund Requirement:	\$115,142
Reserve Fund Balance:	\$121,939
Bonds outstanding - 5/31/2016	\$4,196,000
Less: May 1, 2017 Principal	(\$150,000)
Less: May 1, 2018 Principal	(\$139,000)
Less: May 1, 2019 Principal	(\$144,000)
Current Bonds Outstanding	\$3,763,000

*C.*

# Turnbull Creek

## Community Development District

### Check Run Summary

*April 30, 2020*

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>
<u><i>General Fund</i></u>			
<i>Accounts Payable</i>	4/2/20	1098-1103	\$ 27,441.44
	4/9/20	1104-1108	\$ 125,026.81
	4/16/20	1109	\$ 725.00
	4/23/20	1110-1117	\$ 11,810.94
	4/30/20	1118	\$ 1,842.90
<i>Subtotal</i>			\$ 166,847.09
<b><i>Total</i></b>			<b>\$ 166,847.09</b>

*\*Fedex invoices available upon request.*



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/09/20	00346	4/01/20	MURA5855 202004 310-51300-55000 APR PREMIUM WEBSITE FEE	NEIGHBORHOOD PUBLICATIONS, INC.	*	45.00	45.00 001106
4/09/20	00163	4/01/20	27 202004 330-57200-34800 APR FACILITY MONITOR		*	2,016.67	
		4/01/20	27 202004 330-57200-34800 MAR FACILITY MONITOR		*	1,228.35-	
		4/01/20	27 202004 330-57200-34000 APR FACILITY MANAGEMENT		*	5,083.33	
		4/01/20	27 202004 330-57200-34300 APR FACILITY ATTENDENTS		*	1,350.00	
		4/01/20	27 202004 330-57200-34300 MAR FACILITY ATTENDENTS		*	611.92-	
		4/01/20	27 202004 330-57200-34100 APR FIELDS OPERATIONS		*	4,271.58	
		4/01/20	27 202004 330-57200-34400 APR FACILITY MAINTENANCE		*	4,083.33	
		4/01/20	27 202004 330-57200-46400 APR POOL MAINTENANCE		*	1,158.33	
		4/01/20	27 202004 330-57200-34200 APR JANITORIAL SERVICES		*	733.33	
		4/01/20	27 202004 330-57200-34900 APR COMMON AREA WASTE		*	1,525.00	
		4/01/20	27 202004 330-57200-34700 APR PROGRAM DIRECTOR		*	214.58	
				RIVERSIDE MANAGEMENT SERVICES, INC			18,595.88 001107
4/09/20	00206	4/02/20	04022020 202004 330-57200-58100 FY20 CAPITAL RESERVE FUND	TURNBULL CREEK-CAPITAL RESERVE FUND	*	100,000.00	100,000.00 001108
4/16/20	00277	4/08/20	5788 202004 320-57200-43400 IRRIGATION SERVICE/REPAIR	DUVAL LANDSCAPE MAINTENANCE LLC	*	725.00	725.00 001109
4/23/20	00205	3/31/20	62485 202003 320-53800-46800 MAR LAKE MAINTENANCE	FUTURE HORIZONS INC	*	1,175.00	1,175.00 001110
4/23/20	00015	4/15/20	114081 202003 310-51300-31500 MAR GENERAL COUNSEL	HOPPING GREEN & SAMS	*	4,930.00	4,930.00 001111
4/23/20	00015	4/15/20	114082 202003 310-51300-31500 MAR MONTHLY MEETING	HOPPING GREEN & SAMS	*	1,850.74	1,850.74 001112
				TURN TURNBULL CREEK BPEREGRINO			



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/23/20	00004	3/02/20 I0326488	202003 310-51300-48000	NOTICE OF MEETING 3/10/20	*	107.70	
				THE ST. AUGUSTINE RECORD			107.70 001113
4/23/20	00039	4/08/20 6534347	202004 330-57200-46600	APR PEST CONTROL	*	110.00	
				TURNER PEST CONTROL			110.00 001114
4/23/20	00039	4/08/20 6535056	202004 330-57200-46600	APR PEST CONTROL	*	75.00	
				TURNER PEST CONTROL			75.00 001115
4/23/20	00302	4/15/20 2626	202002 310-51300-31100	FEB ENGINEERING SERVICES	*	1,250.00	
				YURO & ASSOCIATES, LLC			1,250.00 001116
4/23/20	00302	4/15/20 2627	202003 310-51300-31100	MAR ENGINEERING SERVICES	*	2,312.50	
				YURO & ASSOCIATES, LLC			2,312.50 001117
4/30/20	00163	4/20/20 29	202003 330-57200-63100	MAINTENANCE SUPPLIES	*	1,842.90	
				RIVERSIDE MANAGEMENT SERVICES, INC			1,842.90 001118
TOTAL FOR BANK C						166,847.09	
TOTAL FOR REGISTER						166,847.09	

TURN TURNBULL CREEK BPEREGRINO

Disclosure Services LLC

1005 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
3/27/2020	10

Bill To
Turnbull Creek CDD c/o GMS, LLC

RECEIVED

MAR 31 2020

Terms	Due Date
Net 30	4/26/2020

Description	Amount
Amortization Schedule Series 2015A1 5-1-20 Prepay \$15,000	100.00
Amortization Schedule Series 2015A2 5-1-20 Prepay \$30,000	250.00
Amortization Schedule Series 2015B2 5-1-20 Prepay \$5,000	100.00
<i>C 813</i> <i>1,810, 578. 813</i>	
<b>Total</b>	\$450.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$450.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info



Duval Landscape Maintenance  
7011 Business Park Blvd N  
Jacksonville, FL 32256  
www.duvallandscape.com

RECEIVED

APR 1 2020

INVOICE

Date	Invoice No.
04/01/20	5606
Terms	Due Date
Net 40	05/11/20

**BILL TO**

AP Sanchez - Turnbull Creek  
TURNBULL CREEK COMMUNITY DEVELOPMENT DIST  
Attn: District Manager  
475 WEST TOWN PLACE, SUITE #114  
ST. AUGUSTINE, FL 32092

**PROPERTY**

Murabella  
475 WEST TOWN PLACE, SUITE  
#114  
ST. AUGUSTINE, FL 32092

Amount Due	PO Number
\$25,338.88	

Please detach top portion and return with your payment.

DESCRIPTION	TOTAL
#3178 - Turnbull Creek CDD April 2020	\$25,338.88

Total	\$25,338.88
Payments/Credits	(\$0.00)
<b>Balance Due</b>	<b>\$25,338.88</b>

297 ©  
1,320, 538, 466



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

# Invoice

Date

4/1/2020

Invoice #

131295591790

Terms	Net 20
Due Date	4/21/2020
PO #	
Customer #	13MUR100

<b>Bill To</b> Turnbull Creek CDD 475 West Town Place Suite 114 St. Augustine FL 32092	<b>Ship To</b> Jeff Branch Turnbull Creek CDD 101 E Positano Ave Saint Augustine FL 32092
--	---

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,360.48
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
<p>11 c 1,330,572.465</p> <p>RECEIVED MAR 24 2020</p>				

Total 1,399.10  
Amount Due \$1,399.10

## Remittance Slip

Customer  
13MUR100  
Invoice #  
131295591790

Amount Due \$1,399.10

Amount Paid

Make Checks Payable To

Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295591790

Riverside Management Services, Inc

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

# Invoice

Date	Invoice #
3/23/2020	28

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

RECEIVED

MAR 27 2020

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Maintenance Supplies	68.46	68.46
<del>320,572,6810</del> 1,380,572,6810 163 C			
Total			\$68.46

2900  
3,26,20

Period Ending 03/05/20

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
TURNBULL CREEK	2/24/20	Multifold Towels 16pks of 250 sheets(2)	68.46	B.L.
TOTAL			<u>\$68.46</u>	

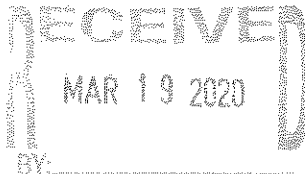


Main: 9400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6404114  
DATE: 2/10/2020  
ORDER: 6404114

Bill To: [129708]  
Turnbull Creek CCD  
475 W Town Pl Ste 114  
Saint Augustine, FL 32092-3649



Work Location: [129708] 904-589-4783  
Murabella Owners Assoc Inc  
101 W Positano  
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
2/10/2020	09:51 AM			09:51 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/9/2020		11:56 AM

Friendly Reminder, Invoice is  
due, please submit your  
payment today!

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	110.00
39 c		
1,330.572,466		
SUBTOTAL		\$110.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$110.00

AMOUNT DUE \$110.00

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-366-5300 • Fax: 904-363-1488 • Toll Free: 800-225-6305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6404809  
DATE: 2/10/2020  
ORDER: 6404809

Bill To: [129708]  
Turnbull Creek CCD  
475 W Town Pl Ste 114  
Saint Augustine, FL 32092-3649

Work Location: [129708] 904-589-4783  
Murabella Owners Assoc Inc  
101 W Positano  
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
2/10/2020	09:51 AM			09:51 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/9/2020		11:56 AM

Friendly Reminder, Invoice is  
due, please submit your  
payment today!

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	75.00
		<b>SUBTOTAL</b> \$75.00
		<b>TAX</b> \$0.00
		<b>AMT. PAID</b> \$0.00
		<b>TOTAL</b> \$75.00

39 C  
1,380,572,466

AMOUNT DUE \$75.00

*ABT*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.





3002 PHILIPS HWY  
JACKSONVILLE, FL 32207

# Invoice

Date	Invoice #
3/16/2020	T3395

904-858-4300

ACCOUNTING@CROWNPOOLSINC.COM

## Bill To

MURABELLA AMENITY CENTER  
101 E. POSITANO AVE  
ST. AUGUSTINE, FLORIDA 32092

RECEIVED  
APR 6 2020

## Terms

Quantity	Description	Rate	Serviced	Amount
1	Task Generated for Quote #10298 RESOLUTION: COMPLETED	0.00	3/16/2020	0.00T
1	LABOR/REMOVAL OF OLD & INSTALLATION OF NEW IMPELLER & SHAFT SEAL - 15hp PUMP	230.00	3/16/2020	230.00
1	PENTAIR CSPH/CCSPH IMPELLER 15 HP 168300211 & SHAFT SEAL	1,902.90	3/16/2020	1,902.90
	Sales Tax - Duval	7.00%		0.00
<p>Ⓢ 324 1,380.572.681 R&amp;R GF</p>				
			<b>Total</b>	\$2,132.90

Customer Total Balance

\$2,132.90

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

RECEIVED

APR 2 2020

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

Invoice #: 261

Invoice Date: 4/1/20

Due Date: 4/1/20

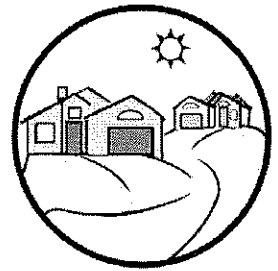
Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - April 2020 1,310.573.340		3,750.00	3,750.00
Information Technology - April 2020 857		133.33	133.33
Dissemination Agent Services - April 2020 813		166.67	166.67
Office Supplies 570		0.57	0.57
Postage 420		15.11	15.11
Copies 425		109.20	109.20
Telephone 410		78.15	78.15
16 (C)			
Total			\$4,253.03
Payments/Credits			\$0.00
Balance Due			\$4,253.03

Neighborhood Publications, Inc.  
P.O. Box 4483  
Alpharetta, GA 30023  
info@connectneighbors.com  
www.connectneighbors.com

# Invoice



RECL

APR 8 2020

RECEIVED

APR 8 2020

BILL TO  
MuraBella  
c/o Governmental Management  
Services - Central Florida, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
United States of America

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MURA5855	04/01/2020	\$45.00	05/01/2020	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Premium Version of Website	Fee for Premium Version of Website - www.mymurabella.com	1	45.00	45.00
BALANCE DUE					<b>\$45.00</b>

346 ©

1, 810, 573. 550

RECEIVED

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

APR 3 2020

Invoice

Date	Invoice #
4/1/2020	27

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

RECEIVED

APR 3 2020

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Facility Monitor- 1.330.57200.34800 - Turnbull Creek - April 2020	2,016.67	2,016.67 ✓
	Facility Monitor- 1.330.57200.34800 - Turnbull Creek - March 2020 (Credit per 4/3/20 memo)	-1,228.35	-1,228.35 ✓
	Facility Management - 1.330.57200.3400 - Turnbull Creek - April 2020	5,083.33	5,083.33 ✓
	Facility Attendants - 1.330.57200.34300 - Turnbull Creek- April 2020	1,350.00	1,350.00 ✓
	Facility Attendants - 1.330.57200.34300 - Turnbull Creek- March 2020 (Credit per 4/3/20 memo)	-611.92	-611.92 ✓
	Field Operations - 1.330.57200.34100 - Turnbull Creek - April 2020	4,271.58	4,271.58 ✓
	Facility Maintenance - 1.330.57200.34400 - Turnbull Creek - April 2020	4,083.33	4,083.33 ✓
	Pool Maintenance Services - April 2020 <i>1.330.572.464</i>	1,158.33	1,158.33
	Janitorial Services - April 2020 <i>1.330.572.342</i>	733.33	733.33
	Common Area Waste Collection (RMS) - 1.330.57200.34900 - April 2020	1,525.00	1,525.00
	Program Director - Turnbull Creek - April 2020 <i>1.330.572.347</i>	214.58	214.58
<i>163 ©</i>			
		<b>Total</b>	<b>\$18,593.88</b>

*RMW*  
*4,320*

# Riverside Management Services

9655 Florida Mining Blvd, Bldg. 300, Suite 305, Jacksonville, FL 32257



Turnbull Creek CDD  
Monthly Credit Memorandum

DATE: April 3, 2020  
FROM: Rich Whetzel  
TO: RMS Billing Department  
SUBJECT: April Adjustment -- Monthly Invoice Adjustment for March 2020 Services

Please adjust April 2020 invoice to reflect the actual hours worked for the month of March 2020 for the following hourly services.

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Billed</u>	<u>Credit Amount</u>
• Facility Monitor	49.27	\$16.00	\$788.32	\$2,016.67	\$1228.35
• Facility Attendant	46.13	\$16.00	\$738.08	\$1,350.00	\$611.92

# Time Sheets

Name Arthur Hoenes  
 Period Ending: Thursday, March 26, 2020

Day	Date	Description	Start Time	Break	End Time	Hours
Fri	13-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Sat	14-Mar					
Sun	15-Mar					
Mon	16-Mar					
Tues	17-Mar					
Wed	18-Mar					
Thurs	19-Mar					
Fri	20-Mar					
Sat	21-Mar					
Sun	22-Mar					
Mon	23-Mar					
Tues	24-Mar					
Wed	25-Mar					
Thurs	26-Mar					
TOTAL HRS.						4

Employee Signature- Arthur Hoenes  
Thursday, March 26, 2020

Approval \_\_\_\_\_

Time Sheets

Name Taylor Wright  
Period Ending: Thursday, March 26, 2020

Day	Date	Description	Start Time	Break	End Time	Hours
Fri	13-Mar					
Sat	14-Mar	TBC - Facility Attendant	9:01AM		6:09PM	9.13
Sun	15-Mar	TBC - Facility Attendant	11:00AM		6:00PM	7
Mon	16-Mar					
Tues	17-Mar					
Wed	18-Mar					
Thurs	19-Mar					
Fri	20-Mar					
Sat	21-Mar					
Sun	22-Mar					
Mon	23-Mar					
Tues	24-Mar					
Wed	25-Mar					
Thurs	26-Mar					
TOTAL HRS.						16.13

Employee Signature- Taylor Wright  
Thursday, March 26, 2020

Approval \_\_\_\_\_

### Time Sheets

Name Arthur Hoenes  
 Period Ending: Thursday, March 12, 2020

Day	Date	Description	Start Time	Break	End Time	Hours
Sun	1-Mar					
Mon	2-Mar					
Tues	3-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Wed	4-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Thurs	5-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Fri	6-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Sat	7-Mar					
Sun	8-Mar					
Mon	9-Mar					
Tues	10-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Wed	11-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
Thurs	12-Mar	TBC - Facility Monitor	4:00PM		8:00PM	4
TOTAL HRS.						28

Employee Signature-Arthur Hoenes  
Thursday, March 12, 2020

Approval \_\_\_\_\_



## Time Sheets

Name Venus Durden  
Period Ending: Thursday, March 12, 2020

[illegible]

Employee Signature- Venus Durden  
Thursday, March 12, 2020

Approval \_\_\_\_\_

### Time Sheets

Name Abigail Verez  
 Period Ending: Thursday, March 12, 2020

<u>Day</u>	<u>Date</u>	<u>Description</u>	<u>Start Time</u>	<u>Break</u>	<u>End Time</u>	<u>Hours</u>
Sat	29-Feb	TBC - Facility Attendant	10:54AM		5:57PM	7.05
Sun	1-Mar					
Mon	2-Mar					
Tues	3-Mar					
Wed	4-Mar					
Thurs	5-Mar					
Fri	6-Mar					
Sat	7-Mar	TBC - Facility Attendant	8:58AM		5:55PM	8.95
Sun	8-Mar					
Mon	9-Mar					
Tues	10-Mar					
Wed	11-Mar					
Thurs	12-Mar					
TOTAL HRS.						16

Employee Signature-Abigail Verez  
Thursday, March 12, 2020

Approval \_\_\_\_\_

## Time Sheets

Name Taylor Wright  
Period Ending: Thursday, March 12, 2020

[illegible]

Employee Signature-Taylor Wright  
Thursday, March 12, 2020

Approval \_\_\_\_\_

# Time Sheets

Name Noah Wickman  
 Period Ending: Thursday, March 12, 2020

<u>Day</u>	<u>Date</u>	<u>Description</u>	<u>Start Time</u>	<u>Break</u>	<u>End Time</u>	<u>Hours</u>
Sun	1-Mar					
Mon	2-Mar	TBC - Facility Monitor	4:30PM		8:00PM	3.5
Tues	3-Mar					
Wed	4-Mar					
Thurs	5-Mar					
Fri	6-Mar					
Sat	7-Mar					
Sun	8-Mar					
Mon	9-Mar	TBC - Facility Monitor	4:30PM		8:00PM	3.5
Tues	10-Mar					
Wed	11-Mar					
Thurs	12-Mar					
TOTAL HRS.						7

Employee Signature-Noah Wickman  
Thursday, March 12, 2020

Approval \_\_\_\_\_

**Turnbull Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**

*General Fund*

RECEIVED

APR 2 2020

**Check Request**

Date	Amount	Authorized By
April 2, 2020	\$ 100,000.00	Ernesto Torres

Payable to:

Turnbull Creek CDD Capital Reserve Fund #206
--

Date Check Needed:

Budget Category:

ASAP	1-330-57200-58100 C
------	---------------------

Intended Use of Funds Requested:

FY20 Capital Reserve Funding
(Attach supporting documentation for request.)



Duval Landscape Maintenance  
7011 Business Park Blvd N  
Jacksonville, FL 32256  
www.duvallandscape.com

RECEIVED

APR 9 2020

INVOICE

Date	Invoice No.
04/08/20	5788
Terms	Due Date
Due on Receipt	04/08/20

BILL TO

AP Sanchez - Turnbull Creek  
TURNBULL CREEK COMMUNITY DEVELOPMENT DIST  
Attn: District Manager  
475 WEST TOWN PLACE, SUITE #114  
ST. AUGUSTINE, FL 32092

PROPERTY

Murabella  
475 WEST TOWN PLACE, SUITE  
#114  
ST. AUGUSTINE, FL 32092

Amount Due PO Number

\$725.00

Please detach top portion and return with your payment.

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	TOTAL
-------------	-----	-----	------------	-----------	-------

#6542 - Mainline repair april 20

Irrigation Service/Repairs

\$725.00

100 Node 1 Station Battery Operated Controller	each	1.00	\$200.00	\$200.00	
DC Solenoid	each	1.00	\$55.00	\$55.00	
Irrigation Labor	Hr	3.00	\$100.00	\$300.00	
Misc Irrigation Parts & Fittings	Dollars	1.00	\$50.00	\$50.00	
Slip Fix	3"	1.00	\$120.00	\$120.00	

277 ©  
1,322.572.434

Total	\$725.00
Payments/Credits	(\$0.00)
Balance Due	\$725.00

**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

**INVOICE**

Invoice Number: 62485  
Invoice Date: Mar 31, 2020  
Page: 1

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

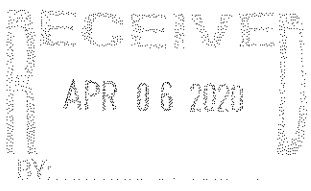
**Bill To:**

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

**Ship to:**

Aquatic Weed  
Control Services

Customer ID	Customer PO	Payment Terms	
Turnbull01	Per Contract	Net 45 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		5/15/20

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services within Turnbull creek for the month of March, 2020  <i>205 c</i> <i>1,320.538.468</i>  	1,175.00	1,175.00
Subtotal				1,175.00
Sales Tax				
Freight				
Total Invoice Amount				1,175.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>1,175.00</b>

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

RECEIVED

Hopping Green & Sams

APR 16 2020

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

15 c  
1,810.573.815

STATEMENT

April 15, 2020

Turnbull Creek CDD  
Governmental Management Services, LLC  
c/o District Manager  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 114081  
Billed through 03/31/2020

RECEIVED

APR 16 2020

General Counsel

TURNBL 00001 JLK

**FOR PROFESSIONAL SERVICES RENDERED**

03/02/20	JLK	Draft memo on fishing policy updates and enforcement options for board; review easement research and begin map preparations for board review; conference call with onsite staff and district manager regarding previous pond policies and current methods of enforcement, current rate of complaints and options related to same; transmit package for agenda considerations.	1.10 hrs
03/04/20	JLK	Conference call with DM regarding agenda and back up materials; review Envera proposal and confer with staff; review amenity policies and appendices and update the same; review defense resolution and update same; review fishing information and update the same; transmit comments to staff report questions; respond to board members questions on agenda.	1.40 hrs
03/05/20	JLK	Update CDD encroachment/easement document and transmit to DM and engineer for same.	0.30 hrs
03/08/20	JLK	Review supervisor questions on defense resolution and on pond ownership; review property due diligence information in preparation for board meeting and respond to board member on same; call with DM regarding defense resolution and related options and disseminate information on same.	1.20 hrs
03/10/20	JLK	Review previous easement research and develop easement map for board dissemination at meeting; review materials from DM and onsite management in preparation for meeting presentation and conference call with DM on same; review questions regarding defense resolution and disseminate responses to same; review and edit perpetual nonexclusive easement; review redline amenity policies and update same; disseminate pond bank information to engineer, including sample agreements and RFP packages.	2.30 hrs
03/11/20	JLK	Confer with Clabots regarding Form 1 and filing requirements for resigned board; confer with DM and board member regarding filling vacancy and procedures therefore and pond policies/pond ownership/responsibility and options related to same; update policies for same and update procurement information and transmit to DM; research easement information for agreement.	0.90 hrs
03/11/20	KEM	Research drainage easements and ownership of ponds within district.	0.20 hrs
03/12/20	JLK	Transmit sample pond bank restoration packages, company information and contractor agreements to DM and district engineer to have for contact for	1.40 hrs



=====			
		Turnbull pond bank project; transmit requirements and confirm engineer will contact county to coordinate work done in CDD property and on county sidewalk for drainage issues; confer with DM on same; transmit e-blast information for COVID-19 impacts to CDD operations.	
03/13/20	LMC	Update Fighting Turtles agreement; prepare agreement with Aqua Kiddies; prepare meeting notices; redline updates to procurement policy.	2.60 hrs
03/16/20	JLK	Review meeting notices with security/exemption, audit, budget, HOA and special meeting provisions; update procurement policy and transmit same; review/edit fighting turtles agreement; review/edit aqua kiddies agreement; confer regarding meeting agenda.	1.40 hrs
03/18/20	JLK	Review/confer with DM on dance use of CDD facilities and options related to same; review launch directives and confer with staff on same; confer with DM regarding specific staffing questions and options related to same; review board member questions related to COVID-19 impacts on contract and fishing e-mails; respond to same.	1.00 hrs
03/18/20	LMC	Revise Launch agreement for drama program; prepare agreement with Gift of Dance for dance classes; fishing policy updates; pond repair updates.	1.00 hrs
03/19/20	JLK	Confer with DM regarding amenity programming, closures, contract options and related documents; review information on current license providers and contract requirements; transmit same.	0.80 hrs
03/20/20	JLK	Confer with staff regarding various operational issues, questions, considerations, staffing, etc.; confer regarding FEMA/SJC emergency declaration and impact on district.	0.30 hrs
03/23/20	JLK	Research and provide sample language for board dissemination, notices and meeting options for holding meetings remotely consistent with Governor Executive Order.	0.20 hrs
03/24/20	JLK	Confer with DM regarding lake policies and review draft dissemination; review multiple e-mails on fishing questions/events; confer on same.	1.10 hrs
03/25/20	JLK	Confer with district manager regarding RMS staffing and research for invoices on same; draft language to include for contract provisions; review/edit dance license and transmit to DM; review/edit drama class license and remit to DM; confer regarding final fishing policies and e-blast status.	1.40 hrs
03/26/20	JLK	Confer regarding outstanding items on Gift of Dance and Drama documents and update same; confer with DM regarding procurement policy updates and credit card limits.	0.50 hrs
03/31/20	MCE	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	0.60 hrs
03/31/20	JLK	Confer with staff regarding requirements for license agreements and information needed for May board meeting; confer regarding virtual meeting options; confer regarding procurement policy.	0.30 hrs
03/31/20	JLK	Research, draft and multiple conference calls on memorandum to district managers and amenity managers and e-blast to residents on COVID-19 notices/best practices/closures; multiple calls with staff and legal team on	0.40 hrs

same; call with FIA on same; research DOH, EOG and other regulatory agencies best practices and recommendations; multiple calls with project team on same; conference call with staff and insurance company regarding closures and research related to staffing, federal bill impacts, etc; conference call regarding security options for communities via executive order, tax considerations and assessment considerations; continue research on laws affecting on site staffing requirements, options and new federal law for coronavirus affecting local governments, including families first bill; transmit information on same; confer with employment team on same; continue researching employment related matters, including impact of federal pay bill signed on March 19, 2020, contractual provisions and the like; research sensitive employment matters; confer with insurance carrier on closures and violations thereof; finalize shelter in place EO provisions and impact on district on same.

03/31/20 LMC Prepare meeting notices. 0.60 hrs  
Total fees for this matter \$4,884.00

**DISBURSEMENTS**

Document Reproduction 46.00  
Total disbursements for this matter \$46.00

**MATTER SUMMARY**

Kilinski, Jennifer L.	16.00 hrs	260 /hr	\$4,160.00
Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Clavenna, Lydia M. - Paralegal	4.20 hrs	125 /hr	\$525.00
Eckert, Michael C.	0.60 hrs	290 /hr	\$174.00

TOTAL FEES \$4,884.00  
TOTAL DISBURSEMENTS \$46.00

**TOTAL CHARGES FOR THIS MATTER \$4,930.00**

**BILLING SUMMARY**

Kilinski, Jennifer L.	16.00 hrs	260 /hr	\$4,160.00
Ibarra, Katherine E. - Paralegal	0.20 hrs	125 /hr	\$25.00
Clavenna, Lydia M. - Paralegal	4.20 hrs	125 /hr	\$525.00
Eckert, Michael C.	0.60 hrs	290 /hr	\$174.00

TOTAL FEES \$4,884.00  
TOTAL DISBURSEMENTS \$46.00

**TOTAL CHARGES FOR THIS BILL \$4,930.00**

**Please include the bill number with your payment.**

RECEIVED

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

APR 16 2020

15 C

1,810.573, 815

STATEMENT

April 15, 2020

Turnbull Creek CDD  
Governmental Management Services, LLC  
c/o District Manager  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 114082  
Billed through 03/31/2020

Monthly Meeting

TURNBL 00101 JLK

FOR PROFESSIONAL SERVICES RENDERED

03/10/20 JLK Travel to and from and attend board meeting.

Total fees for this matter \$1,500.00

DISBURSEMENTS

Travel 338.83

Travel - Meals 11.91

Total disbursements for this matter \$350.74

MATTER SUMMARY

TOTAL FEES \$1,500.00  
TOTAL DISBURSEMENTS \$350.74

**TOTAL CHARGES FOR THIS MATTER \$1,850.74**

BILLING SUMMARY

TOTAL FEES \$1,500.00  
TOTAL DISBURSEMENTS \$350.74

**TOTAL CHARGES FOR THIS BILL \$1,850.74**

[REDACTED]



Questions on this invoice call:  
(866) 470-7133 Option 2

10

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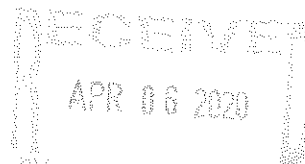
17

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19

START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
03/01		Balance Forward						\$183.94
03/02	P127031	Payment - Lockbox 1070						\$-183.94
03/02 03/02	103264883-03022020	BOS REG MTG 3/10/20	SA St Augustine Record	1.00 x 6.0000	6	1	\$8.98	\$53.88
03/02 03/02	103264883-03022020	BOS REG MTG 3/10/20	SA St Aug Record Online	1.00 x 6.0000	6	1	\$8.97	\$53.82
PREVIOUS AMOUNT OWED:				\$183.94				
NEW CHARGES THIS PERIOD:				\$107.70				
CASH THIS PERIOD:				(\$183.94)				
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00				
We appreciate your business.								
<div> <div>1,810,573.480</div> <div>4 (C)</div> </div>								
<div> <div>RECEIVED</div> <div>APR 06 2020</div> </div>								

1,810,573.480  
4(C)



# INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21 CURRENT NET AMOUNT	22 30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
\$107.70	\$0.00	\$0.05	\$0.00	\$0.05	\$107.70
ADVERTISER INFORMATION					
24 SALES REP/PHONE #	25 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER	2 ADVERTISER/CLIENT NAME	
Melissa Rhinehart 904-819-3423	03/02/2020 - 03/29/2020	18409	18409	TURNBULL CREEK CDD/MURA BELLA/	

## MAKE CHECKS PAYABLE TO

The St. Augustine Record

The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

## ADVERTISING INVOICE and STATEMENT

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		03/02/2020 - 03/29/2020				TURNBULL CREEK CDD/MURA BELLA/													
COMPANY 23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT											
SA 7		\$107.70		\$0.05				NET 15 DAYS											
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$107.70				\$0.00		\$0.05		\$0.00									
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						03/29/2020				18409				18409				0000068499	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2533

TURNBULL CREEK CDD/MURA BELLA/  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record  
Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

Mon, Mar 2, 2020  
9:06:06AM

## Legal Ad Invoice

# The St. Augustine Record

Send Payments to:  
The St. Augustine Record  
One News Place  
St. Augustine, FL 32086

**Acct:** 18409  
**Phone:** 19049405850  
**E-Mail:**  
**Client:** TURNBULL CREEK CDD/MURA BEL

**Name:** TURNBULL CREEK CDD/MURA BELLA/  
**Address:** 475 W TOWN PLACE  
ROOM 114  
**City:** SAINT AUGUSTINE

**State:** FL **Zip:** 32092

**Ad Number:** 0003264883-01  
**Start:** 03/02/2020  
**Placement:** SA Legals  
**Copy Line:** TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REGULAR MEETING OF THE BOARD OF SU

**Caller:** Sarah Sweeting  
**Issues:** 1  
**Rep:** Melissa Rhinehart

**Paytype:** BILL  
**Stop:** 03/02/2020

Lines 72  
Depth 6.00  
Columns 1  
  
Price \$107.70

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF REGULAR MEETING  
OF THE BOARD OF  
SUPERVISORS AND NOTICE OF  
WORKSHOP MEETING**

Notice is hereby given that the Board of Supervisors ("Board") of the Turnbull Creek Community Development District ("District") will hold a regular meeting on Tuesday, March 10, 2020 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, c/o Governmental Management Services LLC - North Florida, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Manager's Office") during normal business hours.

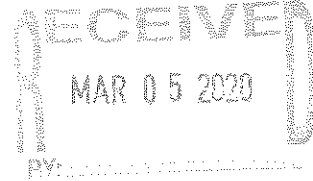
The Board will also hold a workshop meeting in conjunction with the regular meeting of the Murabella Homeowner's Association, Inc. ("HOA") on Monday, March 16, 2020 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092. No agenda has been planned for this workshop meeting by the District and it is not expected that any matters related to the District will be discussed; however, one or more members of the Board are expected to be in attendance.

The meeting and workshop ("Meetings") are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meetings may be continued to a date, time, and place to be specified on the record at such Meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the Meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to each respective Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Ernesto Torres  
District Manager  
0003264883 March 2, 2020



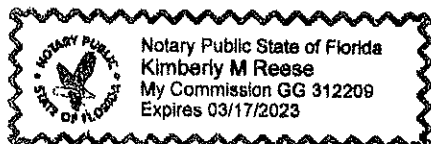
**TURNBULL CREEK CDD/MURA BELLA/  
475 W TOWN PLACE  
ROOM 114  
SAINT AUGUSTINE, FL 32092**

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

by W. J. Shere who is personally known to  
me or who has produced as identification

Kimberly A. Beeze  
(Signature of Notary Public)



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

Ernesto Torres  
District Manager  
0003264883 March 2, 2020



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-365-5300 • Fax: 904-363-1499 • Toll Free: 800-226-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6534347  
DATE: 4/8/2020  
ORDER: 6534347

Bill To: [129708]

Turnbull Creek CCD  
475 W Town Pl Ste 114  
Saint Augustine, FL 32092-3649

Work

Location:

[129708] 904-589-4783  
Murabella Owners Assoc Inc  
101 W Positano  
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
4/8/2020	09:23 AM			09:23 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	4/8/2020		11:00 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	110.00
390 1,330,572,466		
RECEIVED APR 14 2020		
BY _____		
SUBTOTAL		\$110.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$110.00
AMOUNT DUE		\$110.00

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.  
Customer agrees to pay account expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6535056  
DATE: 4/8/2020  
ORDER: 6535056

Bill To: [129708]

Turnbull Creek CCD  
475 W Town Pl Ste 114  
Saint Augustine, FL 32092-3649

Work Location: [129708] 904-589-4783  
Murabella Owners Assoc Inc  
101 W Positano  
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
4/8/2020	09:23 AM			09:23 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	4/8/2020		11:00 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	75.00
<div>39 C 1.380.572.466 RECEIVED APR 14 2020</div>		SUBTOTAL
		\$75.00
		TAX
		\$0.00
		AMT. PAID
		\$0.00
		TOTAL
		\$75.00
		AMOUNT DUE
		\$75.00
		TECHNICIAN SIGNATURE
		CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

Hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above





Engineering / Permitting  
Development Services  
Property Management  
Construction Management  
ADA Consulting

# Invoice

Date	Invoice #
4/15/20	2626

RECEIVED

APR 16 2020

202 C  
1,310.573, 811

<b>Bill To</b>
Turnbull Creek CDD Attn: Dave deNagy Governmental Management Services
<b>P.O. No</b>

<b>Yuro &amp; Asssoc. - Job No.</b>
Y16-377

Item	Date	Description	Hours	Rate	Amount
		February - Engineering Efforts			
Turnbull Cree...	2/4/20	agenda conference call	0.5	125.00	62.50
Turnbull Cree...	2/12/20	prepare drainage exhibits for workshop	4	125.00	500.00
Turnbull Cree...	2/13/20	prepare for and attend Capital Expense workshop	4	125.00	500.00
Turnbull Cree...	2/18/20	conference call with Ernesto and resident at Garibaldi Way	0.5	125.00	62.50
Turnbull Cree...	2/24/20	Garibaldi Way options, exhibits & coordination	0.5	125.00	62.50
Turnbull Cree...	2/25/20	Garibaldi Way options, exhibits & coordination	0.5	125.00	62.50

**Total** **\$1,250.00**



Engineering / Permitting  
Development Services  
Property Management  
Construction Management  
ADA Consulting

# Invoice

Date	Invoice #
4/15/20	2627

<b>Bill To</b>
Turnbull Creek CDD Attn: Dave deNagy Governmental Management Services
<b>P.O. No</b>

RECEIVED

APR 16 2020

302 C  
1, 310, 513, 811

Yuro & Assoc. - Job No.
Y16-377

Item	Date	Description	Hours	Rate	Amount
		March - Engineering Efforts			
Turnbull Cree...	3/2/20	Mail Kiosks field survey, design & coordination	5	125.00	625.00
Turnbull Cree...	3/3/20	Mail Kiosks field survey, design & coordination	4	125.00	500.00
Turnbull Cree...	3/4/20	Mail Kiosks field survey, design & coordination	4	125.00	500.00
Turnbull Cree...	3/9/20	meet contractor on site to review & discuss mail kiosk design & proposal	2	125.00	250.00
Turnbull Cree...	3/10/20	CDD Meeting	2	125.00	250.00
Turnbull Cree...	3/24/20	Coordinate with St Johns County regarding sidewalk repairs & then report to CDD staff	1.5	125.00	187.50
<b>Total</b>					<b>\$2,312.50</b>

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

# Invoice

RECEIVED

APR 24 2020

Bill To:

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

Invoice #: 29  
Invoice Date: 4/20/2020  
Due Date: 4/20/2020  
Case:  
P.O. Number:

Description	Hours/Qty	Rate	Amount
Maintenance Supplies		1,842.90	1,842.90
<div>320,572,6310</div> <div>380</div> <div>163 (G)</div>			

Total	\$1,842.90
Payments/Credits	\$0.00
Balance Due	\$1,842.90

Row  
4,24,20

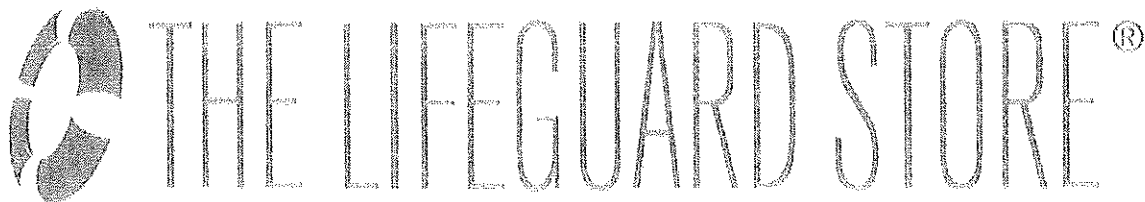
Period Ending 04/05/20

DISTRICT

TURNBULL CREEK

<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
2/4/20	JLG Boon Lift Rental	175.00	S.A.
3/9/20	Standard Guard Hip Pack Kit (4)	46.64	L.T.
3/10/20	20 AMP Breakers	34.24	S.A.
3/13/20	Key Stock	3.18	S.A.
3/15/20	Pool Test Kit	9.89	T.W.
3/16/20	2" Binder for Lifeguards	12.50	L.T.
3/18/20	13W Replacement LED Lamps (6)	41.82	B.L.
3/18/20	Wasp & Hornet Spray (2)	9.94	B.L.
3/18/20	300 watt Replace LED Pole Lamps (4)	119.88	B.L.
3/18/20	Bar Keepers Friend Cleaner	3.29	B.L.
3/18/20	55 gallon Trash Bags 40cy (4)	75.88	B.L.
3/19/20	Long Shackle Combo Locks (3)	48.54	B.L.
3/19/20	Short Shackle Combo Locks (3)	53.94	B.L.
3/19/20	10' Chain	12.98	B.L.
3/23/20	54 Watt Corn Cob LED Lights	107.94	B.L.
3/31/20	18"x12"x.080" Aluminum Signs (18)	810.00	B.L.
4/1/20	Slide Gloss Polish Gallon P/N SR291FC (2)	199.92	B.L.
4/1/20	Chaulk P/N SR55128 (2)	43.38	B.L.
4/1/20	Shipping for 2 above items	33.94	B.L.
		0.00	
TOTAL		<u>\$1,842.90</u>	

From: The Lifeguard Store info@thelifeguardstore.com  
Subject: Your The Lifeguard Store order confirmation  
Date: March 9, 2020 at 10:43 AM  
To: Richard Whetsel ops@rmsnf.com



Richard Whetsel,

Thank you for your order from The Lifeguard Store. You can check the status of your order by logging into your account.

If you have questions about your order, you can email us at info@thelifeguardstore.com or call us at 1-800-848-7052. Our hours are Monday-Friday: 7:30am - 6:00pm CST.

Your Order #000672443

Placed on Mar 9, 2020, 9:43:37 AM

#### Billing Info

Richard Whetsel  
Riverside Management Services, Inc  
1001 Bradford Way  
Kingston, Tennessee, 37763  
United States  
T: 904-288-7667

#### Shipping Info

Richard Whetsel  
9655 Florida Mining Boulevard W  
Bldg. 300, Suite 305  
Jacksonville, Florida, 32257  
United States  
T: 904-288-7667

#### Payment Method

Credit Card

Credit Card Type Visa

Credit Card Number XXXX-1848

#### Shipping Method

Ground

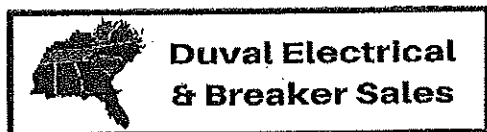
Items	Qty	Price
Standard Guard Hip Pack Kit SKU: 710128-WR Color Red	18	\$189.00
50" Standard Rescue Tube SKU: 100R Color Red	3	\$114.00
Subtotal		\$303.00
Shipping & Handling		\$19.00
Tax		\$18.18
Grand Total		\$340.18

Thank you, The Lifeguard Store!

\* TBC 4 Hippacks  
4/16/20 only



# PICK TICKET



Duval Electrical & Breaker  
9595 Sunbeam Center Dr  
Jacksonville, FL 32257  
904-262-6601  
www.duvalbreaker.com

Pick Ticket Number	
4425774	
Pick Date	Page
3/10/2020 12:00:28	1 of 1
Order Number	
4569908	

Bill To:  
COD CHARGE

Ship To:  
TERMINAL CREEK  
910-545-1895

Ph:

3-10

Shipping From: DUVAL ELECTRICAL & BRE

Order Date	PO Number	Carrier	Taker
3/10/2020	-3/10/2020 09:00:23	WILL CALL	JOHN.KERNS

Quantities				Item ID	Unit	Extended
Ordered	To Pick	UOM	Unit Size	Item Description	Price	Price
Allocated						

Delivery Instructions: WILL CALL

2	2 EA	BAB1020	16.000	32.00
2	1.0	20A 1P CKT BRKR	EA	
Total Pieces: 2		Total Lines: 1	Total Weight: 0.6	SUB-TOTAL: 32.00
				TAX: 2.24
				GRAND TOTAL: 34.24

DUVAL ELECTRICAL & BRE  
9595 SUNBEAM CENTER DR  
JACKSONVILLE, FL 32257

## SALE

MID: 8744 Store: 3948 Term: 0002  
REF#: 00000003  
Batch #: 027 RRN: 007016002950  
03/10/20 12:01:21  
Trans ID: 0310MEBJCHIHY  
APPR CODE: 07862J  
MASTERCARD  
\*\*\*\*\*6692

um restocking charge. No returns after 60 days. All  
defective items may be returned after installation.  
Annum) will be charged on past due invoices. One  
ss otherwise stated.

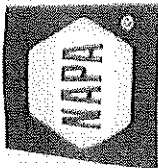
## WITHOUT RETURN AUTHORIZATION

AMOUNT \$34.24

APPROVED

MASTERCARD  
AID: A0000000041010  
TVR: 80 00 00 80 00  
TSE: 68 00

CUSTOMER COPY



**AUTO PARTS**

700002213

Sanford and Son Auto Parts Inc  
2801 North 1st Street  
REF BY VER BY  
St. Augustine, FL 32084  
(904) 823-0720

Time: 10:57 Invoice Number

645775

Date: 03/13/2020

Page: 1/1

CASH SALE - THANK YOU  
MAKE YOUR CAR  
NAPA BRAND, FL 99999-0000

Employee: 7, Sanford  
Sales Rep: 58, HOUSE  
Accounting Day: 13

Y  
7000022136457757

Part Number Line

BK KEY STOC ( )

Quantity

Price

Net

Total

Doc: Miss out: Sign up online for NAPA Rewards & get \$5 back for every \$100  
NAPAREWARDS.COM & use claim code 1397533296670

2.9900

3.29

1.00

SALE AMOUNT

THANK YOU

CUSTOMER COPY

Delivery:  
Attention:  
Tax Exemption:  
PO# 2  
TERMS: SERVICE C

Customer Signature  
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE  
I agree to pay total amount  
according to card issuer agreement.

REF BY VER BY  
SENT TO: 2801 N. 1ST ST  
St. Augustine, FL 32084

NAPA AUTO PARTS 0076997  
2801 N 1ST STREET  
ST. AUGUSTINE FL 32084

03/13/2020

CREDIT CARD  
MC SALE

XXXXXXXXXXXX  
MASTERCARD  
MASTERCARD  
5016000064101  
097  
144866444444

645775  
101  
059121  
Chip Read  
Issued  
100

\$3.18

CUSTOMER COPY

# PINCH-A-PENNY POOL-PATIO-SPA®

The Perfect People For A Perfect Pool



Like Us on Facebook  
For Our Special Offers!

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

## Sales Receipt

Transaction #: 163959  
Account #: 9042887667  
Date: 3/15/2020 Time: 11:28:33 AM  
Cashier: Brett Bailey Register #: 2  
BILL TO: Bartram Springs Riverside

Item	Description	Amount
02120608	DUAL PROHO TEST KIT	\$10.99
	Discount	(\$1.10)
	Sub Total	\$9.89
	Sales Tax	\$0.00
	Total	\$9.89
	MASTERCARD Tendered	\$9.89
	Card: XXXXXXXXXXXXX2800	
	Auth: 015008	
	Change Due	\$0.00

You saved \$1.10!



\*9042887667\*

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



## Thank you for your order

We appreciate your business and are now processing your order. You will receive an order confirmation email shortly.  
Please save this email for your records. Your Credit Card will be charged when the order ships.

### + Create a Loyalty Account

### + Designate a school Designate a School to Receive 5% of Your Purchase

Not applicable to schools in Puerto Rico

### + Order Summary example: Order number, Pickup date, view Order details

Delivery 1 Order Number: 460545537-001 Est. Arrival by: 03/17/2020 View Order Details

### + Delivery Information / Payment Information example: Address, city, state, Payment Method etc.

Delivery Information	Payment Information	Payment Method
RIVERSIDE MANAGEMENT SERVICES RICHARD WHETSEL 9655 FLORIDA MINING BLVD STE 305 JACKSONVILLE, FL 32257-2032 USA 904-288-7667 OPS@RMSNF.COM	GMS LLC 475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092-3649 USA 904-288-7667	Debit/Credit Card (CARD-SR-4257) *****4257 Amount: \$67.13

### Order Details

#### Delivery 6 Items

Estimated delivery 03/17/2020



Office Depot® Brand Heavy-Duty D-Ring View  
Binder, 2" Rings, Teal  
Item # 212311

Qty: 4 \$46.76 \$11.69 each

+ .81 tax  
\$12.50

TBC LG  
Binder



Office Depot® Brand Plastic Clipboards, 8 1/2" x 11",  
Black, Pack Of 2  
Item # 477643

Qty: 2 \$15.98 \$7.99 each

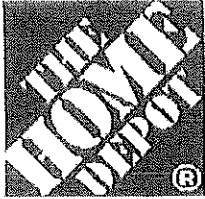
Items (6) Subtotal \$62.74

Sales tax \$4.39

1 NEW DIRT CREEK CDD

(MAINTENANCE)

208



More saving.  
More doing.™

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

1324 00052 15322 03/18/20 07:31 AM  
SALE CASHIER DEBORAH

046677434694 PLC13%PL-C <A>  
PLC 13W PL-C 4PIN CFLNI CW 1PK  
696.97 41.82N  
071121958555 SP W7H 2PK <A>  
SPECTRACIDE WASP & HORNET TWIN PK  
294.97 9.94N  
017801152005 FT3000LYARD <A>  
FEIT 300W DL HIGH LUMEN UTILITY BULB  
4929.97 119.88N  
071618116261 L10 BKF <A>  
BAR KEEPERS FRIEND 260Z  
3.29N  
073257014786 55G DRUM LNR <A,S>  
HDX 55 GAL 40CT CLEAR DRUM LINERS  
4918.97 75.88N

SUBTOTAL 250.81  
TAX + PIF 0.00

TAX EXEMPT  
TOTAL \$250.81  
XXXXXXXXXXXX9269 HOME DEPOT  
USD\$ 250.81  
AUTH CODE 018105/0522166 TA

GOVERNMENTAL MANAGER  
LAMBERT JERRY  
Chip Read  
ATD A000000004999908400305 THE PLCC PROX

#### PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-1246 SUMMARY

PRO XTRA SPEND THIS VISIT: \$250.81

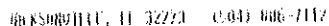
2020 PRO XTRA SPEND 03/17: \$13,126.94

As of 03/18/2020 your Paint Rewards  
level is Member; Spend 1629.86 more in  
qualifying paint purchases to earn  
Bronze (10.0% off) on select paint  
items.

This purchase qualifies for FUEL  
DISCOUNTS and 60 DAYS TO PAY on the Home  
Depot Commercial Credit Card. Ask an  
Associate to learn more or go to  
homedepot.com/financeoptions.



1324 52 15322 03/18/2020 3637



SPRINGER-VERLAG 1071993 IMPRINT: GUTENBERG 03 1970

1523450 Bulk 2/0 x 10-11 300 Pk To 12.90

115.46

出/入:(X)(X)(X)(X)(X)(X)5040 扣款日期:( )月( )日 扣款金额:01637

国序 附注 0502162/420 03/19/20 06:56:31

CUSTOMER CODE: 0

- AM: HISTORICAL FOR: 1000000000

01B: 00000000041010 15[: 6800

STORE: 0502 TERMINAL: 17 03/19/20 06:57:44

NO OF TIERS PURCHASED: 7

EXCLUDES FEE, SERVICES AND SPECIAL ORDER THIS



THANK YOU FOR SUFFERING LONG 'S.

SEE REVERSE SIDE FOR RETURN POLICY.

STORE MGR/CLERK: BOB MILLER

CODE'S PRICE WITH GUARANTEE

FOR MORE DETAILS, VISIT [OFFERS.COM/PUBLIC/RENT](http://OFFERS.COM/PUBLIC/RENT)

## SHARE YOUR FEEDBACK!

ENTER FOR A CONDUCT TO BE

ONE OF FIVE \$500 WINNERS BEGON! NOW TRY!

### LEADER. EN EL SORTEO PERSONAL.

PARA SER UNO DE LOS CINCO GRANDES DE \$500!

# 1998 BY LOMBARDI IN A SHORT SURVEY

WITHIN ONE WEEK OF: [www.loves.com/survey](http://www.loves.com/survey)

Y O U R I D # 17702, 050320 796803

NO PURCHASE NECESSARY TO ENTER OR WIN.

\* VOLD OVERE PROHIBITED. JUST BE IT OR IN ORDER TO E HER.

\* OFFICIAL RULES & REGULATIONS AT: [www.touros.com/survey](http://www.touros.com/survey) \*

STORL: 0502 TERMID: 17 03/19/20 06:57:14

amazon.com

Details for Order #113-8980953-9794631

Order Placed: March 23, 2020

Amazon.com order number: 113-8980953-9794631

Order Total: \$107.94

Not Yet Shipped	
<b>Items Ordered</b>	<b>Price</b>
3 of: 54W LED Corn Light Bulb E39 Mogul Base LED Lights Equivalent(300W) 5000K Daylight IP65 Waterproof Replacement HID HPS for Indoor Area Warehouse High Bay Street Light ...	\$35.98
Sold by: XU STAR (seller profile)	
Business Price	
Condition New	
<b>Shipping Address:</b> Jerry Lambert Jr 4223 SUMMERTON OAKS CIR JACKSONVILLE, FL 32223-2060 United States	
<b>Shipping Speed:</b> FREE Shipping	

Payment Information	
<b>Payment Method:</b> Visa   Last digits: 8938	Item(s) Subtotal: \$107.94
<b>Billing Address:</b> Turnbull Creek 1408 Hamlin Ave. Unit E Unit E St. Cloud, FL 34771-8588 United States	Shipping & Handling: \$10.01
	Promotion Applied -\$10.01
	-----
	Total before tax: \$107.94
	Estimated tax to be collected: \$0.00
	-----
	Grand Total: \$107.94

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc. or its affiliates

Vinyl Decals and Signs, Inc.  
1627 DOBBS RD, Ste 100  
ST AUGUSTINE, FL 32084  
904-808-1276  
vinyldecals@comcast.net



# INVOICE

BILL TO  
Mura Bella  
Jerry 940-1157

INVOICE # 1206  
DATE 03/26/2020  
DUE DATE 03/26/2020  
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	UNIT	AMOUNT
	ALUM SIGN	18" X 12" X .080 SF ALUM SIGNS W/BEIGE BACKGROUND, BURGUNDY BORDER & DK. GREEN COPY "FISHING FOR RESIDENTS ONLY"	18	45.00	810.00T

SUBTOTAL  
TAX  
TOTAL  
BALANCE DUE

810.00

pd 3-31-20  
cc

AquaShield Products, LLC  
5896 Chandler Court  
Westerville, OH 43082 US  
(614) 948-2554  
Sales@SlideRenu.com  
<http://www.SlideRenu.com>

# SlideRenu®

## INVOICE

### BILL TO

Jerry Lambert  
Turnbull Creek- FL  
4223 Summerton Oaks Circle  
Jacksonville, Florida 32223  
United States

### SHIP TO

Jerry Lambert  
Turnbull Creek- FL  
4223 Summerton Oaks Circle  
Jacksonville, Florida 32223  
United States

INVOICE # 38130

DATE 02/26/2020

DUE DATE 03/27/2020

### SHIP DATE

02/26/2020

### SHIP VIA

FedEx: 1Box

### TRACKING NO.

777867416403

### PURCHASE ORDER

online order

### PROJECT

waterslide  
maintenance

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE	TAX	TOTAL
SlideCaulk 291	SR291FC	SlideCaulk 291 - 10.3 oz. Tube	2	21.69		43.38
SlideGloss	SR55128	SlideGloss - 1 Gallon	2	99.96		199.92

Your order will ship via FEDEX. Your tracking # is shown on the invoice.

If you would like to pay by credit card, please click REVIEW & PAY below. A 3.9% convenience fee MAY BE charged for orders over \$500.00.

SUBTOTAL	243.30
SHIPPING	33.94
TOTAL	277.24
BALANCE DUE	<b>\$277.24</b>

When paying by check, please make payable to the address below:

AquaShield Products, LLC  
5896 Chandler Court  
Westerville, Ohio 43082

If you have any questions, please contact us at 614.948.2554 or via email [sales@SlideRenu.com](mailto:sales@SlideRenu.com).

Rachel Maloney  
Customer Service  
614.948.2554

*FOURTEENTH ORDER OF BUSINESS*

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The Turnbull Creek Community Development District audit committee met Tuesday, May 12, 2020 at 10:10 a.m. via Zoom video conferencing.

Present were:

Wil Simmons  
Chris DelBene  
Brian J. Wing  
Chuck Labanowski  
Ernesto Torres  
Jennifer Kilinski

The following is a summary of the minutes and actions taken at the May 12, 2020 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Torres called the meeting to order at 10:10 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Review and Selection of Audit RFP Criteria**

Mr. Torres stated this is the same criteria we have used in previous years and the categories are: ability of personnel, proposer's experience, understating scope of work, ability to furnish the required services and price. We gave each criteria 20 points based on their responses and we will bring that back to the regular board meeting for consideration.

On MOTION by Mr. Wing seconded by Mr. Simmons with all in favor the criteria set forth in the agenda package was approved.

**THIRD ORDER OF BUSINESS**

**Other Business**

There being none,

On MOTION by Mr. Simmons seconded by Mr. Wing with all in favor the meeting adjourned at 10:13 a.m.