

**TURNBULL CREEK**  
*Community Development District*

*November 12, 2019*

# *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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November 5, 2019

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, November 12, 2019 at 6:30 P.M.** at the **Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Staff Reports
  - A. Landscape Manager (*Presenter: Duval Landscape*)
    1. Discussion of Landscaping Cost to Maintain Eastern Property Line
  - B. Engineer (*Presenter: Mike Yuro*)
    1. Update Regarding Garribaldi Way
- IV. Discussion of Dive Blocks for Fighting Turtles Swim Team (*Presenter: Jenn Hoffman*)
- V. Discussion of Policies
  - A. Alcohol Policy (*Presenter: Jennifer Kilinski*)
  - B. Fishing Policy (*Presenter: Ernesto Torres*)
- VI. Discussion of Reserve Study Update (*Presenter: Ernesto Torres*)
- VII. Consideration of Hold Harmless Agreement with UPS for Holiday Deliveries (*Presenter: Ernesto Torres*)
- VIII. Ratification of Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank (*Presenter: Ernesto Torres*)

- IX. HOA Working Capital Discussion (*Presenter: Lee Clabots*)
- X. Consideration of Procurement Agreement Policy and District Credit Card (*Presenter: Ernesto Torres*)
- XI. Consideration of Agreement with Aquasol Commercial Chemicals, Inc. D/B/A Poolsure for Pool Maintenance Services
- XII. Ratification of Agreement with Vesta Property Services, Inc. Regarding the Use of the District Soccer Fields
- XIII. Consideration of 2019 Resident Survey (*Presenter: Ernesto Torres*)
- XIV. Consideration of Resolution 2020-01, Classifying Surplus Tangible Property (*Presenter: Ernesto Torres*)
- XV. Consideration of 5k Reindeer Run by JTF Racing (*Presenter: Joseph Fertsch*)
- XVI. Staff Reports (Part 2)
  - A. Attorney (*Presenter: Jennifer Kilinski*)
  - B. Manager – (*Presenter: Ernesto Torres*)
  - C. Operation Manager – (*Presenter: Jerry Lambert*)
    - 1. Report
    - 2. Consideration of Water Filtration System
    - 3. Consideration of Pressure Washing Trailer Build
    - 4. Consideration of Grill Replacements
    - 5. Discussion of Community Benches
    - 6. Discussion of Community Sun Shades
  - D. Amenity Center Update (*Presenter: Erick Hutchinson*)
    - 1. Report
    - 2. Consideration of Access Control Quote
    - 3. Consideration of Proposal for Screen Shades
    - 4. Consideration of Proposal for Bypass Shutters
    - 5. Consideration of Proposal for Garland Replacement
- XVII. Approval of Consent Agenda (*Presenter: Ernesto Torres*)
  - A. Approval of Minutes of the September 10, 2019 Meeting

- B. Balance Sheet as of September 30, 2019 and Statement of Revenues & Expenditures for the Period Ending September 30, 2019; Month-to-Month Income Statement; Assessment Receipt Schedule
- C. Approval of Check Register

XVIII. Supervisor's Requests and Audience Comments

XIX. Adjournment (*Next Scheduled Meeting – January 14, 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

*THIRD ORDER OF BUSINESS*

*B.*

*1.*



MAP TO SHOW SPECIFIC PURPOSE SURVEY OF  
**A PORTION OF TRACT "BB", MURABELLA, UNIT  
 THREE, ST. JOHNS COUNTY, FLORIDA**

(ACCORDING TO PLAT RECORDED IN PLAT BOOK 57, PAGES 93-109, RECORDED IN PUBLIC RECORDS  
 OF ST. JOHNS COUNTY)

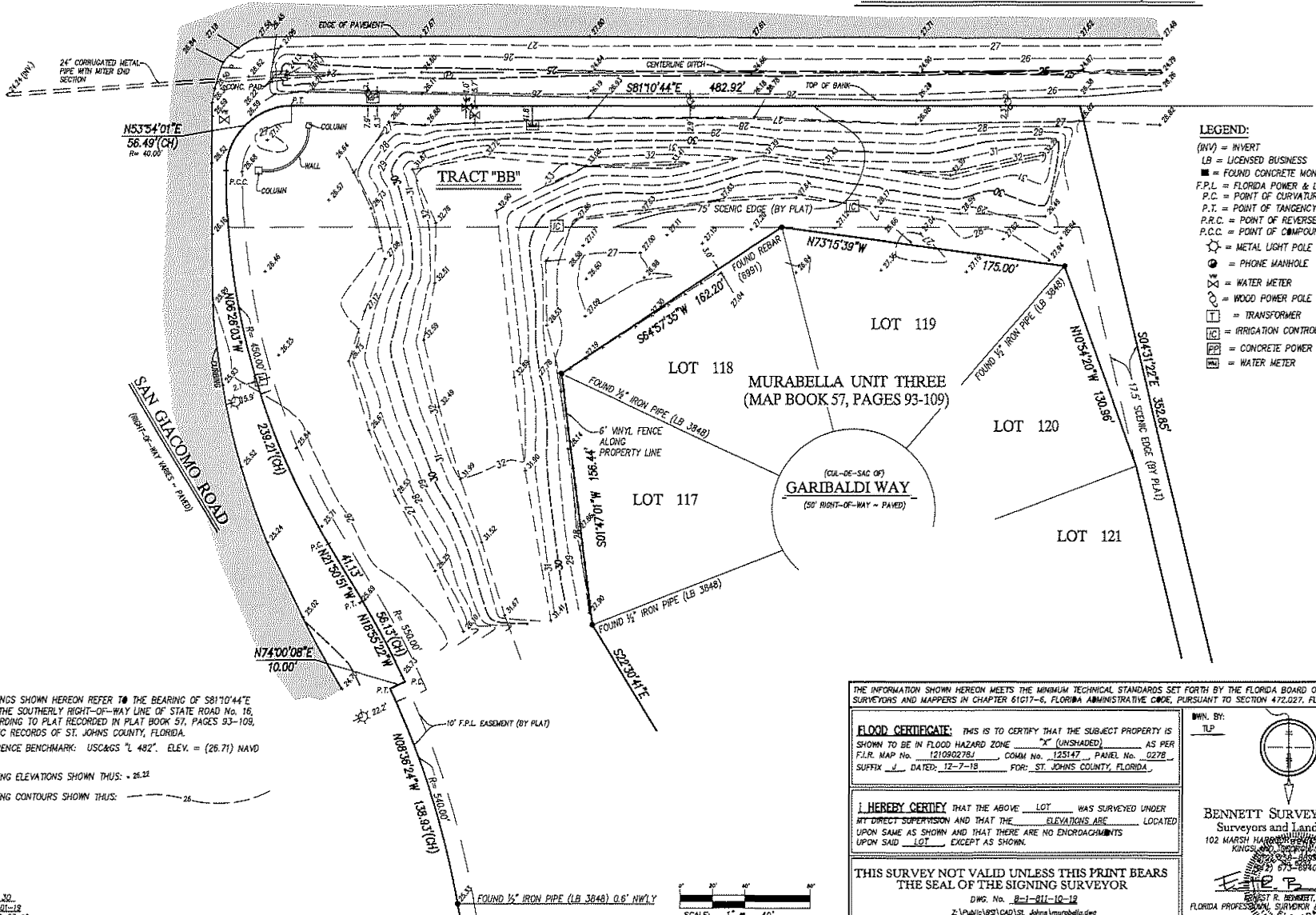
For: **YURO & ASSOCIATES, LLC**

**STATE ROAD No. 16**

(200' RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 78060-2322, DATED: 11-16-98)



17



**LEGEND:**

- (INV) = INVERT
- LB = LICENSED BUSINESS
- = FOUND CONCRETE MONUMENT
- F.P.L. = FLORIDA POWER & LIGHT
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.R.C. = POINT OF REVERSE CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- ☉ = METAL LIGHT POLE
- ⊙ = PHONE MANHOLE
- ⊗ = WATER METER
- ⊕ = WOOD POWER POLE
- ⊞ = TRANSFORMER
- ⊞ = IRRIGATION CONTROL BOX
- ⊞ = CONCRETE POWER POLE
- ⊞ = WATER METER

**NOTES:**

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S81°10'44"E FOR THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 16, ACCORDING TO PLAT RECORDED IN PLAT BOOK 57, PAGES 93-109, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
- 2.) REFERENCE BENCHMARK: USC&GS "L 482". ELEV. = (26.71) NAVD 83.
- 3.) EXISTING ELEVATIONS SHOWN THUS: - 26.22
- 4.) EXISTING CONTOURS SHOWN THUS: - 26

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**FLOOD CERTIFICATE:** THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "X" (UNSHADED) AS PER F.L.R. MAP No. 121802281, COMM. No. 125147, PANEL No. 0278, SUFFIX J, DATED: 12-7-18, FOR: ST. JOHNS COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THE ABOVE LOT WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THE ELEVATIONS ARE LOCATED UPON SAID AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON SAID LOT, EXCEPT AS SHOWN.

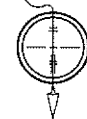
THIS SURVEY NOT VALID UNLESS THIS PRINT BEARS THE SEAL OF THE SIGNING SURVEYOR

DWG. No. 2-1-21-12-18

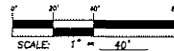
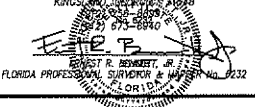
Z:\Public\951\CAD\SL Johna\murabella.dwg

MIN. BY:  
TLP

CRD. BY:  
R.B.



**BENNETT SURVEYING, INC.**  
 Surveyors and Land Planners  
 102 MARSH HARBOR DRIVE, UNIT 103  
 KINGSLAND, FLORIDA 32058  
 904-674-8840



*FIFTH ORDER OF BUSINESS*

*A.*

## TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

### BYOB Alcohol Policy

- (1) "Patrons" as defined in this Policy shall have the meaning ascribed in the Turnbull Creek Community Development District's (the "**District**") adopted Policies Regarding District Amenity Facilities (the "**Amenity Policies**"). All undefined terms shall have the meaning ascribed to them in the Amenity Policies.
- (2) In addition to serving alcohol in accordance with the provisions of the Facility Rental Policies contained within the Amenity Policies, Patrons and their guests (as defined in the Amenity Policies) may bring their own alcohol beverages to a rented Amenity Facility on a "bring your own beverage" ("**BYOB**") basis.
- (3) Patrons must indicate on the Facility Use Application if they intend to permit BYOB alcohol at a rented Amenity Facility. Any Patron who does not indicate at the time the application is submitted shall not be permitted to have alcohol at the rented Facility.
- (4) Alcohol shall be permitted only within the Amenity Facility that has been rented and on a BYOB basis. Approval of a Facility Use Application authorizing alcohol does not entitle Patrons or their guests to consume alcoholic beverages outside of the rented Amenity Facility.
- (5) Insurance coverage shall be required according to the insurance requirements chart attached hereto. The District reserves the right to require different or additional insurance coverage in its discretion, based on the nature of the event. The insurance requirements attached hereto may only be altered after approval by the District Manager.
- (6) Patrons and/or their guests consuming alcohol pursuant to this policy agree to indemnify, defend and hold harmless the District and its Supervisors, officers, employees, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption or provision of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.
- (7) The Patron renting the Amenity Facility shall be solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and shall assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.
- (8) Notwithstanding the foregoing, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.
- (9) Any Patron who fails to comply with this BYOB Alcohol Policy may be subject to suspension and/or termination of his or her amenity privileges, in accordance with the Amenity Policies.

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

**Alcohol Insurance Chart**

	<b>BYOB (Informal Gatherings)</b>	<b>BYOB (Rental Events)</b>	<b>Served (Rental Events)</b>	<b>Sold (Rental Events)</b>
<b>Permitted</b>	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
<b>Insurance</b>	None	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 Property Damage;</li> <li>• \$1,000,000 Personal Injury,</li> <li>• Alcohol Rider</li> <li>• District named as additional insured</li> </ul>	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 Property Damage;</li> <li>• \$1,000,000 Personal Injury,</li> <li>• Alcohol Rider</li> <li>• District named as additional insured</li> </ul>

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
FACILITY USE APPLICATION**

Name of Applicant: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Rental Area:      Social Hall, \$50 (Capacity: 62)  
                   Party Pavilion, Area 1, \$25 (Capacity: 25)  
                   Party Pavilion, Area 2, \$25 (Capacity: 25)

Intended Use: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time (4 hour max): \_\_\_\_\_ to \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

*I have read and understood the following (please initial each):*

1. \_\_\_\_\_ The reservation is not confirmed until both the completed Facility Use Application and the deposit (and any required Certificate of Insurance) have been received by the Amenity Manager.
2. \_\_\_\_\_ Only one (1) rental may be made per quarter of the calendar year.
3. \_\_\_\_\_ The rental duration includes set-up and clean-up and applies to all guests in attendance. Residents must inform their guests that once the scheduled rental is completed, all guests are required to exit. Standard Guest policy applies outside the scheduled rental time and to all other District amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.
4. \_\_\_\_\_ A deposit check or money order made out to "Turnbull Creek Community Development District," shall be provided to the Amenity Manager upon submitting this reservation request. The deposit may be picked up only after the post-party checklist is completed to the satisfaction of the District. If the deposit check is not picked up following the event, the check will be shredded within 48 hours.
5. \_\_\_\_\_ An additional staffing charge, at a rate to be established by the Amenity Manager and payable to the Amenity Manager, may be assessed for events with over 25 guests and/or which take place outside of normal operating hours.
6. \_\_\_\_\_ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to reservation time frame, or there is damage to the Amenity Facilities or other District property.
7. \_\_\_\_\_ Only one (1) room or area of the Amenity Facility is available for rent.
8. \_\_\_\_\_ The Social Hall is not to be used in conjunction with the pool.
9. \_\_\_\_\_ Use of grill can only be reserved for two (2) hours. Please indicate the hours: \_\_\_\_\_ to \_\_\_\_\_
10. \_\_\_\_\_ I understand that my deposit will be returned only if:
  - a. There is no damage to District Property, the Amenity Facilities, or their furnishings;
  - b. Garbage and trash are removed and placed in the dumpster, and trash can liners are replaced;
  - c. All displays, favors, and remnants of the event are removed;
  - d. Furniture and other items are restored to their original positions;
  - e. Counters, table tops and sinks are cleaned and wiped down;
  - f. The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
  - g. Any damage is immediately reported to the Amenity Manger.
11. \_\_\_\_\_ I acknowledge the following additional rules:
  - a. No decorations may be affixed to the walls, doors, or any fixtures
  - b. Patrons and their guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
  - c. The Amenity Facilities listed above may be rented after normal operating hours until 12:00 a.m.
  - d. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
  - e. No glass, breakable items, or alcohol are permitted in the Pool Area.
  - f. Event liability insurance coverage may be required, even in the absence of alcohol service/consumption, on a case-by-case basis in the sole discretion of the Board of Supervisors.

**Alcohol:**

Will alcohol be served/consumed? Check one:  Yes, served/sold;  Yes, BYOB;  No

If you answered "yes" for either served/sold or BYOB alcohol above, please initial below:

1. \_\_\_\_\_ I acknowledge that the service of alcohol at a private facility rental is subject to the Alcohol Policies as set forth in the Policies Regarding District Amenity Facilities, the BYOB Alcohol Policy, and all other District rules and policies. I acknowledge that failure to adhere to such rules and policies may result in the suspension or termination of my privileges to use the Amenity Facilities.
2. \_\_\_\_\_ I understand that if I intend to serve or sell alcohol, I must hire a certified and insured bartender or caterer, and must provide proof of this to the Amenity Manager at least three (3) days prior to the event.
3. \_\_\_\_\_ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property. The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately.
4. \_\_\_\_\_ If event liability insurance is required, Turnbull Creek CDD is to be named on the policy as an additional insured party as follows: "Turnbull Creek Community Development District and its Board of Supervisors, agents, officers, staff, and consultants."

5. \_\_\_\_\_ I have reviewed and agree to comply with the insurance requirements set forth below:

	<b>BYOB (Rental Events)</b>	<b>Served or Sold (Rental Events)</b>
<b>Permitted</b>	Yes	Yes, but only if a licensed bartender/caterer is hired
<b>Insurance</b>	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 Property Damage;</li> <li>• \$1,000,000 Personal Injury,</li> <li>• Alcohol Rider</li> <li>• District named as additional insured</li> </ul>

**Indemnification:**

I agree to indemnify, defend and hold harmless the Turnbull Creek Community Development District and its affiliates, supervisors, officers, managers, attorneys, engineers, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damages or losses of any kind, whether monetary or otherwise, including injuries, death, property damage, or other damage of any nature, arising out of, in whole or in part, or in connection with, the use of the Amenity Facilities and, if alcohol is present, arising out of, in whole or in part, or in connection with, the consumption or provision of alcohol.

I further acknowledge and agree that I have read and shall be bound at all times by all policies and rules of the District governing the Amenity Facilities (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenity Facilities, that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. I further acknowledge that I am financially responsible for any damages caused by me, my family members, and/or my guests. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

\_\_\_\_\_  
Signature of Applicant \_\_\_\_\_  
Date

**District Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee (payable to Turnbull Creek CDD): \$ \_\_\_\_\_ Check Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_  
 Deposit (payable to Turnbull Creek CDD): \$ \_\_\_\_\_ Check Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_  
 Extra Staff Fee (Payable to Amenity Manager): \$ \_\_\_\_\_ Check Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_  
 Proof of Insurance Provided (check one):  Yes  N/A Proof of Certified Bartender Provided (check one):  Yes  N/A

Approved by (signature): \_\_\_\_\_ Date: \_\_\_\_\_

*SEVENTH ORDER OF BUSINESS*



**LICENSE AGREEMENT BY AND BETWEEN THE TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT AND UNITED PARCEL SERVICE, INC.  
REGARDING THE USE OF CERTAIN DISTRICT PROPERTY**

This License Agreement (“License Agreement”) is made and entered into this \_\_\_\_ day of November, 2019, by and between:

**United Parcel Service, Inc.**, an Ohio corporation, with an address of 2855 Industry Center Road, St. Augustine, Florida 32084 (“Licensee”); and

**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 an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District” and, together with Licensee, “Parties”).

**Recitals**

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

**WHEREAS**, the District owns, operates, and maintains certain facilities and real property within the boundaries of the District, specifically the parking lot at the Murabella Amenity Center, 105 Positano Avenue, St. Augustine, Florida 32092 (“District Property”); and

**WHEREAS**, Licensee desires to park two (2) 16’x8’x8’ POD storage units (“POD”) on the District Property as depicted in **Exhibit A** (“POD Location”) and to use the District’s roads for the purposes of transporting, storing and delivering packages to residents within the District; and

**WHEREAS**, Licensee also desires to use golf carts and small trailer(s) (“Licensee Vehicles”) in order to transport and deliver the packages; and

**WHEREAS**, the District is willing to allow Licensee to park the POD in the POD Location and use the POD and Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District, subject to the terms set forth in this License Agreement; 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 License 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. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this License Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to Licensee a non-exclusive license ("License") to park the POD in the POD Location as depicted in **Exhibit A**, and to use the POD and Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District, pursuant to the terms set forth in this License Agreement.

**3. COMPENSATION.** In return for the grant of the License, UPS agrees to pay the District a sum totaling \$1,000 (One Thousand Dollars) payable prior to UPS's exercise of the License granted herein.

**4. CONDITIONS ON THE LICENSE.** The License granted in Paragraph 2, above, is subject to the following terms and conditions:

**A.** Licensee's access to the District Property is limited to the POD Location and reasonable ingress and egress thereto.

**B.** Licensee's use of the POD Location is limited to that set forth in this License Agreement.

**C.** Licensee shall routinely monitor the POD Location and surrounding areas in order to maintain the POD Location and surrounding areas in good, clean and working order.

**5. EFFECTIVE DATE; TERM.** This License Agreement shall become effective as of \_\_\_\_\_, 2019 shall continue in full force and effect until January \_\_\_\_\_, 2020, unless revoked or terminated earlier in accordance with Paragraph 6, below.

**6. REVOCATION, SUSPENSION AND TERMINATION.** The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District. Upon such termination, Licensee shall remove the POD and Licensee Vehicles from the POD Location and return the POD Location to the condition it was in prior to the granting of this License.

**7. COMPLIANCE WITH LAWS, RULES AND POLICIES.** Licensee shall comply at all times with relevant statutes and regulations governing the operation of the POD, Licensee Vehicles and any other equipment used in relation to the License and shall, upon request of the District, provide proof of such compliance. Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

**8. 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 Licensee's use of the POD Location under this License Agreement. Licensee shall repair any damage resulting from its operations on the POD Location within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the District. The provisions of this Paragraph 8 shall survive the termination or expiration of this License Agreement.

**9. INDEMNIFICATION.**

**A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, expert witness fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Licensee agrees to indemnify, defend, and hold harmless the District, and its supervisors, staff, and assigns ("District Indemnitees") from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, its members, managers, agents, assigns or employees.

**C.** For purposes of this section, "acts or omissions" on the part of Licensee and its members, managers, agents, assigns or employees, includes, but is not limited to, the operation and management of the POD, Licensee Vehicles and any other equipment used in relation to the License in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such POD, Licensee Vehicles and equipment, unless such permit, license, certification, consent, or other approval is first obtained.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination or expiration of this License Agreement.

**10. INSURANCE.**

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

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering Licensee's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and

property damage liability, and covering at least the following hazards:

- (I) Independent Contractors' Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured parties. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement upon execution of this License Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**11. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees.

**12. DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**13. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this License Agreement.

**14. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**15. ASSIGNMENT.** Neither the District nor Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any assignments attempted to be made without the prior written approval of the other party are void.

**16. INDEPENDENT CONTRACTOR.** In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the POD Location is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the POD Location. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

**17. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notice” or “Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the Parties as follows:

- |           |                     |                                                                                                                                                           |
|-----------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | If to the District: | Turnbull Creek Community<br>Development District<br>475 West Town Place, Suite 114<br>St. Augustine, Florida 32092<br>Attn: District Manager              |
|           | With a copy to:     | Hopping, Green & Sams, P.A.<br>119 South Monroe Street, Suite 300 (32301)<br>Post Office Box 6526<br>Tallahassee, Florida 32314<br>Attn: District Counsel |
| <b>B.</b> | If to Licensee:     | United Parcel Service, Inc.<br>2855 Industry Center Road<br>St. Augustine, Florida 32084<br>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 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.

**18. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092 TELEPHONE: 904-940-5850 FAX: 904-940-5899 EMAIL: ETORRES@GMSNFL.COM**

**20. CONTROLLING LAW AND VENUE.** This License 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.

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

**22. THIRD PARTY BENEFICIARIES.** This License Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of, any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the Parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns.

**23. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this License Agreement.

**24. 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.

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

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

**27. SOVEREIGN IMMUNITY.** The District and Licensee agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*.

**[Remainder of This Page Intentionally Left Blank]**

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

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

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

**UNITED PARCEL SERVICE, INC.**

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

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

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

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

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



Exhibit A:

POD Location



*EIGHTH ORDER OF BUSINESS*



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

September 18, 2019

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

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Turnbull Creek Community Development District, which comprise governmental activities, a discretely presented component unit and each major fund for the General Fund as of and for the year ended and September 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2019.

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

## **The Responsibility of the Auditor**

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA

Turnbull Creek Community Development District  
September 18, 2019  
Page 2

In making our risk assessments, we consider internal control relevant to Turnbull Creek Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

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

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

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

Turnbull Creek Community Development District  
September 18, 2019  
Page 3

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

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

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

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

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

Turnbull Creek CDD  
September 18, 2019  
Page 4

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

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

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

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

### **Records and Assistance**

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

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

Turnbull Creek Community Development District  
September 18, 2019  
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Bernadette Peregrino. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

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

### **Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2019 will not exceed \$3,525 unless the scope of the engagement is changed, the assistance which Turnbull Creek Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case, we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

Turnbull Creek Community Development District  
September 18, 2019  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Turnbull Creek Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Turnbull Creek Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Turnbull Creek Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

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

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

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

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





Turnbull Creek Community Development District  
September 18, 2019  
Page 7

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

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
J. W. GAINES, CPA

Confirmed on behalf of the addressee:

*Ernest L. Lewis*

---

September 25, 2019



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

## System Review Report

To the Directors

November 2, 2016

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

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, 2016. 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. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. 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. 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. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

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, 2016 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

(BERGER\_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 18, 2019)**

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

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

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

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

GMS, LLC  
475 WEST TOWN PLAZA, SUITE 114  
ST. AUGUSTINE, FL 32092  
TELEPHONE: 904-239-5309  
EMAIL: GFLINT@GMSNF.COM

Auditor: J.W. Gaines

District: Turnbull Creek CDD

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

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

Title: Director

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

Date: September 18, 2019

Date: September 25, 2019

*TENTH ORDER OF BUSINESS*

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**  
***Policy Relating to Spending Authority and Procurement of Good and Services***

---

**1.0 PURPOSE OF POLICY.**

- 1.1** This Policy for Spending Authority and Procurement of Goods and Services (“**Policy**”) is designed to establish clear standards delineating the authority of certain contractors of Turnbull Creek Community Development District (the “**District**”), specifically the District Manager, District Counsel, Facility Manager and Field Operations Manager, to enter into certain contracts or purchase orders for goods or services on behalf of the District. This policy is further designed to establish uniform procedures for the informal procurement of goods and services that are under the statutory threshold for formal public procurement under Florida law. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.
- 1.2** The fundamental purpose of this policy is not to restrict the effectiveness of the individuals involved in the day to day activities related to the procurement of goods and services, but to provide a sound foundation for effective, consistent and fair procurement practices and ensure fiscal responsibility, accountability and consistency. This Policy applies to the pre-authorization of funds and procurement of goods and services as provided for hereunder; the District Board of Supervisors are not required in any instance to sign checks, the authority for check signature rests with the District Manager and other individuals authorized pursuant to District Resolution.
- 1.3** Any and all questions regarding this Policy should be directed to the District Manager or District Counsel.

**2.0 DEFINITIONS.**

- 2.1** *Emergency.* A sudden or unexpected situation, event, or circumstance negatively impacting or impairing the health, safety, and welfare of the District’s residents; or an unexpected failure of a District physical asset that significantly impacts the general operation, integrity or function of the District’s operations. Examples of an Emergency include but are in no way limited to: acts of God; riot; fires; floods; hurricanes; accidents; structural, electrical or chemical failure of a District facility; or other similar circumstances.
- 2.2** *Emergency Approval.* An approval of an Emergency Contract or Purchase Order (defined herein) by the District Manager or Operations Manager on behalf of the District, when an Emergency Authorization (defined herein) authorizes the District Manager or Operations Manager to approve such Emergency Contract or Purchase Order.
- 2.3** *Emergency Authorization.* A written authorization of the Chairperson of the Board (“**Chairperson**”), or another representative of the Board as provided in this Policy, authorizing the District Manager, Facility Manager or Field Operations Manager to approve an Emergency Contract or Purchase Order (defined herein). The Emergency Authorization should contain the following minimum information, collected by the District Manager: a declaration that an Emergency exists; the reasons supporting such a declaration; the Emergency Contract or Purchase Order that the District Manager, General Manager or Field Operations Manager expects to approve and a statement certifying that such goods or services will address the Emergency; the Contract or Purchase Order; language stating that the signing representative of the Board approves the information in such Emergency Authorization; and a statement that any expenses resulting from the

District entering into the Emergency Contract or Purchase Order shall be presented to the Board for ratification at the next Board meeting.

- 2.4 *Emergency Contract or Purchase Order.* A contract or purchase order for goods or services entered into to address an Emergency that otherwise exceeds the approval authority set forth in this Policy.

### **3.0 DISTRICT MANAGER APPROVAL AUTHORITY.**

- 3.1 Per Florida law, the District Manager shall have charge and supervision of the District's works, and bear responsibility for preserving and maintaining any improvement or facility that is constructed or erected pursuant to Chapter 190, *Florida Statutes*; for operating and maintaining District-owned equipment; and for performing such other duties as are prescribed by the Board.
- 3.2 The District Manager has the authority to approve a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to Five Thousand Dollars and No Cents (\$5,000.00), and the District Manager is authorized to sign such contract or purchase order on behalf of the District. The contract or purchase order need not be presented for ratification by the Board but will appear in the check register in due course.
- 3.3 Purchases that are recurring purchases or services approved by the Board at a public meeting need not come back to the Board unless and until the terms of the contract for such purchase expires or requires formal Board renewal or action.
- 3.4 If the cost of a contract or purchase order for goods or services exceeds Five Thousand Dollars and No Cents (\$5,000.00), or for purchases that are recurring purchases or services that would, when combined, exceed Five Thousand Dollars and No Cents (\$5,000.00), the Board must approve such contract or purchase order at a public meeting, except as specified herein.

### **4.0 DISTRICT COUNSEL APPROVAL AUTHORITY.**

- 4.1 This policy is in no way intended to repeal, diminish or otherwise conflict with Resolution 2004-11, which provides for the legal support and legal defense of the District, Board of Supervisors and District Staff. The provisions of that Resolution remain in full force and effect. This policy is intended to cover legal actions that are not covered by that Resolution.
- 4.2 Due to the unique nature of any given legal proceeding or legal situation, a specific approval threshold is not provided for so as not to limit the District's ability to affirmatively defend itself against actual or potential claims. The Board may, however, at any time during a public meeting set a budget, delay, or cease legal proceedings or legal actions by affirmative vote as the policy setting body with fiduciary responsibility to the District. The Board will be advised of any potential legal implications and risks of such action for consideration prior to voting.
- 4.3 Outside of normal day to day operational considerations in which the District's Counsel participates (including but not limited to meeting attendance, drafting of routine agreements, counsel on policy or legal decisions in the normal course or other similar circumstances), any agreement for legal services, representation, or outside counsel must be signed by the Chair or Vice Chair to be deemed duly executed. Due to the urgent,

confidential, or exempt matter of legal issues, or so as not to impair the District's legal position or strategy, such contracts/retainers/agreements are not required to be brought for a discussion and vote before the Board so long as the Chair or Vice Chair has signed authorizing such execution. The Board retains full authority to be apprised of ongoing expenditures and to limit or cease any legal proceeding or legal services by affirmative vote. To that end, District Staff shall update the Board at each Board meeting as to the status of expenditures on legal proceedings entered into pursuant to this policy but shall not be required to discuss items that are confidential or exempt from public disclosure or that would impair the District's legal position.

4.4 Any final judgements, settlements, or dispositions must be approved by the Board.

**5.0 FACILITY MANAGER AND FIELD OPERATIONS MANAGER APPROVAL AUTHORITY.**

5.1 The Facility Manager and Field Operations Manager, each, shall have the authority to approve purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to One Thousand Dollars and No Cents (\$1,000.00), and both the General Manager and Field Operations Manager are authorized to sign such purchase order on behalf of the District. The purchase order need not be presented for ratification by the Board but will appear in the check register in due course.

5.2 If the cost of a contract or purchase order for goods or services exceeds One Thousand Dollars and No Cents (\$1,000.00), or for purchases that are recurring purchases or services that would, when combined, exceed One Thousand Dollars and No Cents (\$1,000.00), the Board must approve such contract or purchase order at a public meeting, except as specified herein.

**6.0 DISTRICT MANAGER, FACILITY MANAGER AND FIELD OPERATIONS MANAGER'S EMERGENCY APPROVAL AUTHORITY.**

6.1 The District Manager, Facility Manager and Field Operations Manager, have the discretion to determine whether a situation, event, or circumstance constitutes an Emergency as set forth under this Policy. In the event of an Emergency, staff shall additionally follow the District Emergency Response Plan adopted by the Board.

6.2 In the event of an Emergency, the District Manager is in charge of securing an Emergency Authorization, signed by the Chairperson, before an Emergency Approval may be issued. If the Chairperson is unavailable to sign the Emergency Authorization, then the Vice Chairperson may sign. If the Vice Chairperson is unavailable to sign the Emergency Authorization, then another Board Supervisor may sign. The District Manager shall prepare the Emergency Authorization as set forth herein. Following the execution of the Emergency Authorization, the District Manager, Facility Manager or Field Operations Manager may make an Emergency Approval of the Emergency Contract or Purchase Order set forth in the Emergency Authorization. Any Emergency Contract or Purchase Order shall be presented to the Board for ratification at the next Board meeting.



- 6.3 In the event that the District Manager is unable to secure an Emergency Authorization that he or she deems necessary as set forth in this policy, the District agrees to hold the District Manager harmless in the event that such inability to secure the Emergency Authorization and take action are challenged legally as inconsistent with the District Managers statutory duties set forth in Chapter 190, Florida Statutes.

## **7.0 APPROVAL AUTHORITY OF OTHER DISTRICT CONTRACTORS OR EMPLOYEES.**

- 7.1 Except for the approval authority of the Board, District Manager, Facility Manager and Field Operations Manager, as set forth in this Policy and the District's Rules of Procedure, District contractors have no authority to approve or sign a contract or purchase order for goods or services, or a recurring obligation under a contract or purchase order for goods or services, on behalf of the District. Any such approval by such contractor or employee shall constitute an unauthorized approval.

## **8.0 PROCUREMENT PROCESS FOR PURCHASE OF GOODS AND SERVICES**

- 8.1 To comply with Chapters 190 and 287, Florida Statutes, a District must abide by several procedures if it desires to enter into a contract for the purchase of professional services; insurance; construction; design-build services; goods, supplies, or materials; contractual services; and maintenance services over statutory bid thresholds. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.

- 8.2 If the cost of construction will be less than \$348,933.50, the cost of electrical purchases is less than \$87,233.38, and the cost of goods or services will be less than \$195,000, it is appropriate to informally solicit proposals for the work.\*\* These should be written proposals, bid from a standard scope of services or scope of materials. The proposals should be included in the District agenda package and reviewed by the District's Board of Supervisors. The proposals presented to the Board shall be as provided by the proposer(s), in an unaltered format. The General Manager or Field Operations Manager, as applicable, shall secure, whenever possible, a minimum of three written proposals, which shall be the result of written specifications transmitted by mail, electronic format or by facsimile. In those instances when securing three proposals is not practicable, the General Manager or Field Operations Manager shall provide written justification of such. When applicable to the proposed project, companies must be properly authorized, licensed and insured to perform the work. The provisions of this section shall apply to purchases that exceed Five Thousand Dollars (\$5,000.00) for a single item or recurring item.

\*\* Note that the threshold amounts identified herein are established by Florida law and are subject to change; the construction and electrical thresholds change each calendar year. Please confer with District Counsel or District Management for up to date numbers.

- 8.3 Where, for any reason, a proposer is given an opportunity to re-bid on a solicitation, all competing proposers should also be given an equal opportunity to re-bid the requirement. Those conditions in which it is in the District's best interests to allow a re-bid may include changes in requirements or changes in specifications.

- 8.4 Unless an Emergency exists, as defined in this Policy, or the purchase is under the thresholds set forth in Section 3.0, the District's Board of Supervisors shall pre-approve the proposal at a Board meeting prior to the execution of an agreement. If this pre-approval does not occur, it is possible that the agreement may not be honored by the District. The District Manager should seek District Counsel's review or drafting of an agreement once the proposal is approved by the Board.
- 8.5 Once the agreement is in place, provide copies of the executed agreement to the District Manager. The District Manager is the official records custodian of the District.
- 8.6 For District Capital Improvement Projects authorized by the District's Board of Supervisors, keep the District Engineer updated on the process of installation or construction. The District Engineer is ultimately responsible for the proper construction and installation of the District's improvements, so the District Engineer needs to know when construction commences, when inspections are scheduled, etc. Projects designed by other professionals should be inspected by that professional and accepted under terms set forth in agreement with the District.

## 9.0 POLICY ETHICS.

- 9.1 All District contractors shall abide by the provisions of Chapter 112, *Florida Statutes*, including Section 112.313, pertaining to standards of conduct for public officers.
- 9.2 Acceptance of gifts by District employees at any time from contractors or suppliers is prohibited.
- 9.3 District employees shall not bid for, enter into, or be in any manner interested in any contract for District purchases or public works, nor shall District employees seek to influence the purchase or a product or service from any proposer.
- 9.4 No contract or purchase shall be subdivided to evade the threshold amounts or other requirements of this Policy or other purchasing policies of the District, including the Rules of Procedure. Purchases, orders, or contracts that are subdivided to circumvent this Policy or other purchasing policies of the District shall be considered unauthorized purchases.
- 9.5 Any and all offers of employment must be authorized by only the Board, upon the Board's affirmative vote authorizing the position and accompanying funds, and such offers of employment shall not be made by any entity or person other than the Board. This shall not be construed to prohibit hiring of independent contractors to provide goods or services to the District but rather is meant to prohibit offers of employment without Board authorization.

## 10.0 SEVERABILITY.

- 10.1 If any section, paragraph, clause, or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and

effect, it being expressly hereby found and declared that the remainder of this Policy would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

**11.0 INTERPRETATION.**

**11.1** This Policy shall be interpreted and construed as consistent with Florida law and the District's Rules of Procedures. This Policy shall not be interpreted or construed as restricting, undermining, or contravening the legal authority of the Board or the District.

*ELEVENTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE FOR POOL  
MAINTENANCE SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2019, 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 a mailing address of c/o Governmental Management Services – North Florida, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”), and

**AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE**, a Texas Corporation licensed to do business in Florida, with offices located at 1707 Townhurst Drive, Houston, Texas 77043 (the “Contractor”, and together with District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by the Board of County Commissioners of St. Johns County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain swimming pool facilities; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pool maintenance services for the swimming pool facilities, as set forth in the attached **Exhibit A**, which is incorporated by this reference (the “Services”); and

**WHEREAS**, Contractor provides such Services and desires to contract with the District to do so in accordance with the terms and conditions of this Agreement; and

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

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

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

**SECTION 2. DUTIES.** District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are to provide the material, tools, skill, and labor necessary to perform the Services, as described in **Exhibit A**.

- A.** Contractor agrees to provide certain chemicals necessary to maintain chlorine, pH and alkalinity levels of waters held in one or more swimming pools and other bodies of water located at the address(es) set forth herein deemed reasonably necessary by Contractor (collectively, the “Pools”),

which chemicals may include but not be limited to liquid chlorine (sodium hypochlorite), non-fuming pool acid, bi-carb, shock and shock-totes, calcium chloride, cyanurics, CYA (stabilizer) and filter powder (collectively, the "Chemicals"). Contractor will deliver the Chemicals to such location and the District agrees to provide Contractor reasonable access to the area(s) where Chemicals are stored at each such Pool in order to facilitate such delivery, it being understood that Contractor will not directly introduce any Chemicals into water held in any Pools. The Parties agree that "Chemicals" does not include chemicals necessary to correct water chemistry imbalance caused by property negligence, vandalism, Pool draining, faulty or inadequate electric service, inadequate circulation or Acts of God.

- B. The Contractor shall commence the Services upon direction of the District Manager.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager and Facilities Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

### **SECTION 3. COMPENSATION; PAYMENT.**

- A. The District shall pay Contractor Twelve Thousand Nine Hundred Thirty-Four Dollars and Eight Cents (**\$12,934.08**) per year for the provision of the Services, payable in twelve (12) equal payments of One Thousand Seventy-Seven Dollars and Eighty-Four Cents (**\$1,077.84**) per month. Compensation under this Agreement shall be paid by the District to the Contractor in accordance with the Local Government Prompt Payment Act, as set forth in Sections 218.70 et seq. of the *Florida Statutes*.
- B. The term of this Agreement shall commence upon the execution of this Agreement and end on September 30, 2020 unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for one year terms on the same terms and conditions contained herein, subject to the termination provisions contained herein.
- C. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor

shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

#### **SECTION 4. INSURANCE.**

- A.** Throughout the term of this Agreement, the Contractor shall maintain, at a minimum, the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 5. INDEMNIFICATION.**

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's staff, employees, consultants, officers, representatives, agents, and

supervisors (together, the "Indemnitees") from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement, including without limitation the Contractor's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Contractor shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Contractor agrees such limitation bears a reasonable commercial relationship to the Agreement. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Contractor and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.



**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 14. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 15. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 16. AGREEMENT.** This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is incorporated herein only to the extent that it states the scope of the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

**SECTION 17. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 18. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 19. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. **If to District:** Turnbull Creek Community Development District  
c/o Governmental Management Services

475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:  
Poolsure**

Aquasol Commercial Chemicals, Inc., D/B/A  
  
1707 Townhurst Drive  
Houston, Texas 77043  
Attn: Christopher C. Secue

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

**SECTION 20. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 21. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 22. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain

and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (904) 940-5850, ETORRES@GMSNF.COM OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 24. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 25. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

**Attest:**

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE**

\_\_\_\_\_  
(Signature of Witness)

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

**Exhibit A: Scope of Services**

**Exhibit A**  
**Scope of Services**



1707 Townhurst Drive  
Houston, Texas 77043  
Phone: 1-800-858-POOL (7665)  
Fax: 1-800-909-3962  
[poolsure.com](http://poolsure.com)

Oct 22, 2019  
101 West Positano Ave  
Saint Augustine, FL 32092  
Attn: Jerry Lambert

**Turn Bull Creek CDD (Murabella) Chemical Supply and Water Management Proposal**

Dear Jerry,

Poolsure is proposing only a 2% increase in our comprehensive Water Management Program that offers a flat rate monthly billing that is all inclusive of our XPC chemical controller, feed equipment for chlorine and acid, all necessary chemicals, maintenance, and labor. This program will greatly increase efficiency and reduce long term labor costs associated with your body of water. In addition, it is designed to help provide the safest and most sanitary swimming environment for your guests and a safe work environment for your employees. Below is an outline of what is included in our program.

The Poolsure Comprehensive Water Management Program Includes:

- All XPC chemical controllers, feed equipment, preventative maintenance, repair / replacement of controllers and feeders as needed and/or requested. Feeder tubing for chemical lines will also be left on site for quick changes. PM's (preventative maintenance) completed annually in the spring of each year.
- During the years the feed pumps are not replaced new feed tubes will be installed in pumps, rollers inspected and replaced as needed. Chemical injection lines inspected for clogs and cleaned as required. Flow cells cleaned out, probes checked and replaced as needed.
- Any other components or parts are repaired or replaced on an as needed basis.
- All tech calls and parts needed to maintain controllers and feed systems are included at no additional charge. Additional parts and items will be left on property at your request for quick on site repairs by your team: feeder tubing, feed tubes, additional probes for stock emergency replacement, fittings etc...
- Deliveries of all chemicals are included in your monthly price regardless of consumption;
  - Sodium Hypochlorite Solution
  - Non-Fuming Pool Acid
  - Sodium Bicarbonate
  - Cyanuric Acid
  - Calcium Chloride
  - Filter Powder
- Sodium Hypochlorite Solution and Non-Fuming Pool Acid will be delivered on a pre-scheduled routed basis that utilizes tank level sensors or a predictive model.
- "Hot Shot" deliveries will also be included at no extra charge to accommodate unusual chemical demand events

HOUSTON – SAN ANTONIO – AUSTIN – CORPUS CHRISTI – DALLAS – FT. WORTH – BATON ROUGE –  
NEW ORLEANS – ORLANDO – DAYTONA – JACKSONVILLE – ST. AUGUSTINE – MELBOURNE – TAMPA  
[www.poolsure.com](http://www.poolsure.com)



1707 Townhurst Drive  
Houston, Texas 77043  
Phone: 1-800-858-POOL (7665)  
Fax: 1-800-909-3962  
[poolsure.com](http://poolsure.com)

- All replacement chemical tanks are included. Sodium Hypochlorite Tanks will be replaced and repositioned amongst the pool equipment area to logically achieve the maximum storage capacity and simplified remote tank level monitoring. All tanks and containment will be within the state of Florida's guidelines and regulations and follow Hazardous Materials handling best practices.

- > Annualized Water Management Flat Rate: \$12,934.08 + tax
- > Invoiced in fixed monthly installments of \$1077.84.00 per mth + tax

Guidance in regards to minimum vendor qualifications needed to offer this type of Water Management program.

1. HazMat - Must be HazMat registered through PHMSA
2. USDOT - Must be USDOT motor carrier registered
3. Florida Pool Contractors License
4. Sodium Hypochlorite Solution must be NSF certified and EPA registered.
5. Safersys - Must have Satisfactory rating
6. CSA -No Basics at Intervention levels
7. Minimum Tanker Trucks - FRP, Pneumatic Offload, must have at least four operating in Jacksonville Metro area.
8. NTTC – National Tank Truck Carriers (Grand Safety Award Rating)
9. Minimum Techs - Must have at least four operating in Jacksonville Metro area. Manufacturer certified in Aquasol controllers and Stenner Pumps. CPO certified.
10. CPO Instruction - Vendor must have CPO Instructors on staff

Poolsure greatly appreciates the opportunity to do business with Murabella CDD. Our program will allow you to take full advantage of what is needed to achieve greater safety and efficiency while at the same time reduce liability and labor spent on the swimming pool. If you are interested in moving forward I will have a DocuSign Agreement put together and sent over to you upon your request. Our agreements are 12 months and they include a no penalty 30-day written notice clause which can be initiated by either party at any time. We do this as a show of confidence in our services. We are open to discuss special amicable provisions for billing during the seasonal months. If you have any questions, please do not hesitate to give me a call.

Kindest Regards,

Christopher C Secue  
Poolsure, Regional Director of Sales

HOUSTON – SAN ANTONIO – AUSTIN – CORPUS CHRISTI – DALLAS – FT. WORTH – BATON ROUGE –  
NEW ORLEANS– ORLANDO – DAYTONA – JACKSONVILLE – ST. AUGUSTINE – MELBOURNE – TAMPA  
[www.poolsure.com](http://www.poolsure.com)

*TWELFTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BY AND BETWEEN THE TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
AND VESTA PROPERTY SERVICES, INC. REGARDING THE USE OF THE  
DISTRICT'S SOCCER FACILITIES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of September, 2019, 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 a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

**Vesta Property Services, Inc.**, a Florida corporation, with a mailing address of 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (“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 multiple soccer fields and parking facilities, which improvements are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (together, “Soccer Facilities”); and

**WHEREAS**, Licensee is a Florida corporation that intends to operate a soccer program in accordance with the terms set forth herein (“Soccer Program”) and requested permission from the District to use the Soccer Facilities for the Soccer Program; and

**WHEREAS**, the District Board of Supervisors (“Board”) finds that the Licensee’s provision of the Soccer 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 Soccer Facilities for operation of the Soccer Program, in accordance with the terms and conditions contained herein and in the exhibits hereto (“License”). In consideration of said use of the Soccer Facilities, Licensee agrees to the following conditions:

**A.** Licensee’s access is limited to the Soccer Facilities, as set forth in **Exhibit A**, and the parking lots serving such facilities only, during the Schedule (as hereinafter defined) times only. The Licensee’s access does not include the use of any other District facilities, including but not limited to the amenity center, pool, restroom facilities or other improvements. Use of the Soccer Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Soccer Program. The District reserves all rights and privileges in and to the District’s property, including the Soccer Facilities. This License for the Soccer 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. Furthermore, Licensee hereby understands and agrees that the Soccer Facilities are expected to be used by other Licensees, residents, guests and users and agrees it shall aid the District in coordinate of the amicable and efficient use of such facilities.

**B.** Licensee’s access to the Soccer Facilities is limited to the days and times set forth in **Exhibit B** (“Schedule”). This Agreement does not grant access to the Soccer 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 Facility Manager.

**C.** The parties acknowledge that weather conditions may affect the use of the Soccer Facilities at any given time. The District shall have the right to temporarily close the Soccer Facilities on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Soccer Facilities. However, nothing in this paragraph shall negate Licensee’s responsibility for the safety and security of participants entering the District pursuant to this License. Any make up days or times shall be in the District’s sole discretion.

**D.** Only Licensee’s coaches and staff and District resident participants are permitted to use the Soccer Facilities pursuant to this License; no participants shall be nonresidents. Licensee shall provide a list of a full roster of Soccer Program members to the Facility Manager, as such list may change from time to time and evidence that each have executed a waiver (as hereinafter defined) upon request of the District. Such request shall not waive Licensee’s responsibility to procure a validly executed waiver from each individual as required under this License.

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

F. Licensee's use of the Soccer Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules including the child safety policies, attached hereto as **Exhibit C**, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies including the child safety policy by all users under this Agreement. Licensee, and all employees 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 Amenity Manager as they occur.

G. Licensee shall obtain an executed release and waiver, substantially in the form provided herein, signed by each of Licensee's members, coaches, staff and any regularly associated volunteers and specifically naming the Turnbull CDD and its supervisors, staff and officers. Soccer game entrants, users, guests, staff and other associated persons using the Soccer Facilities pursuant to this Agreement shall additionally be required to sign a release and waiver, which may be issued through US Soccer or similar entity. A sample release and waiver is attached hereto as **Exhibit D**.

H. The grant of this License is further conditioned on Licensees 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, US Soccer best practices and guidelines, health department requirements, fire code and other laws ("Laws"). It is Licensees responsibility to know, understand and follow such Laws.

I. Licensee is permitted to hold [REDACTED] soccer games pursuant to this License at the Soccer Facilities ("Event(s)"), as set forth in the Schedule that also identifies which facility is permitted to be used on specific days and times, which forms a material part of this License. Such schedule of Events shall be presented to the Facility Manager and approved in writing prior to conducting such Events, which must be coordinated with other soccer programs at the Soccer Facilities. Licensee shall meet with the Facility Manager prior to the scheduled Events 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 Event, and trash is properly disposed of in trash bags and taken to the dumpster, and sod repaired to the same or better condition. Licensee may display signage during Events only. Signs may be displayed on the day of the Event and must be taken down within 24 hours of conclusion of such Event. Any other permanent signage, other than advertising in accordance with the District's policies and coordinated through the Facility 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." Any proceeds generated from the events, sales and sponsorships shall remain with Licensee.

J. Licensee shall be required to provide parking monitors for Events. 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.

**K.** Licensee shall be permitted to set up no more than two porta potties in the area identified on **Exhibit A**. All costs, maintenance, clean up, and risk for such facilities shall be the responsibility of the Licensee. Licensee will require such facilities to be cleaned at least weekly, or more often as may be necessary, and will undertake its best efforts to ensure the facilities are secure in the event of vandalism or inclement weather.

**L.** Licensee shall be permitted to hold camps, workshops and clinics in accordance with the Schedule, which may be updated from time to time, so long as such offerings are at no cost to the participants and such activities are coordinated through the District's designee.

**M.** This License may be extended for additional terms, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties as to such License terms. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

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

**N.** 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 Soccer Facilities markings and game set up and the District agrees to pay for and contract to mow the Soccer Facilities, to the extent weather and timing allow. Licensee shall report any damage to the Soccer Facilities caused by District employees or Licensees to the Amenity Manager. Upon notification of such damage, the Amenity Manager shall promptly investigate the cause and extent of the damage. The Amenity Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Soccer Facilities as provided herein.

**O.** 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.

**P.** The District agrees to provide information concerning Licensee's team offerings, schedule and camps/clinics/workshops so long as Licensee provides the relevant information to the District's designee in a timely manner and such information shall include a disclaimer that such activities are not a Turnbull Creek CDD sponsored or endorsed event.

**3. TERM.** The term of the License shall commence upon execution of this Agreement and shall expire on September 20, 2020, unless terminated or extended in writing as provided for herein.

**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. No further payments will be due after termination or revocation of this License. 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 Soccer Program and to provide certified, trained and qualified soccer coaches when utilizing the Soccer Facilities. 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. All minors participating in Soccer Program events of any kind 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 while using the Soccer Facilities. This is meant to be comprehensive such that any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only do so 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 remit ten percent (10%) of total gross revenue from the Soccer Program to the District. Licensee shall provide a detailed accounting of all revenues in the form of a season report that details pricing for the various categories of services provided, the number of individuals serviced, and the revenues for each category of service at a minimum. 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 \$2,000,000 per occurrence and automobile 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 \$5,000,000 excess liability coverage, and additionally include abuse/molestation coverage and 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:** Tumbull Creek Community  
Development District  
c/o Governmental Management Services, LLC  
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:** Vesta Property Services, Inc.  
245 Riverside Avenue, Suite 250  
Jacksonville, Florida 32202  
Attn: Roy Deary

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 Soccer Facilities, 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 Soccer 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 supersedes any prior agreement between the District and Licensee regarding the use of the Soccer Facilities. 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**

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

**VESTA PROPERTY SERVICES, INC.**

Cheyenne Bardroff  
Signature

Roy C. Deary

Cheyenne Bardroff  
Print Name of Witness

By: Roy C. Deary  
Its: Vice President

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

## Exhibit A



## Exhibit B

## **Exhibit C**

### **Child Safety Guidelines**

#### Introduction

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and athletes 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 meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

#### 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 coaching or 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-athlete and athlete-athlete 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 or changing areas.

### 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:  
Vesta Property Services, Inc.  
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 Vesta Property Services, Inc. or personnel or volunteers affiliated therewith, including coaches, 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 coach, teach or lead the soccer based activities to be held at the District's soccer facilities and related recreational amenities ("Soccer Activities"). 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 Soccer Activities by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the soccer fields and parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in all Soccer Activities and understand the risk of soccer use and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness. I hereby acknowledge the risk inherent in participating in the sport of soccer and assume the risks associated therewith including, but not limited to, negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another Member of the Soccer Program(s), and/or my own actions or inactions, the actions or inactions of others participating in Soccer Activities, the condition in which the Soccer Activities takes place, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and the I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity. 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) \_\_\_\_\_

*THIRTEENTH ORDER OF BUSINESS*

The Turnbull Creek Community Development District (“CDD”) Board of Supervisors has given much consideration to the state of our community and has identified several potential capital improvement projects. The Board wishes to gauge the interest of the residents on resident preferences for new enhancements. Item number eight below is an open space for the provision of written feedback on any specific enhancement/improvement you wish the Board to consider but is not on the list.

Funding is to be made available using current funds in the Capital Reserve Account or the General Fund Account which, depending on the enhancement/improvement, may or may not result in higher assessments. Please rank each of the following items in order of most desirable to you/your family to least desirable to you/your family. The Board would note that the results of this survey will not guarantee any one improvement is funded, or that any of the improvements are funded, as there are numerous factors to consider when spending your public dollars. However, we hope the survey results will help inform the Board as to the desire of the residents and we anticipate using the results to make capital funding priorities. It is important to have your voice heard!

Finally, the Board asks you to keep in mind that pond bank restoration work is an ongoing concern and remains a top priority. While the work is not “exciting”, the Board believes it necessary to ensure the integrity of the banks and it is anticipated it will continue to be given first funding priority.

1. Polaris electronic sign at the State Road 16 and Pacetti Road entrances. Estimated cost is \$6,000 - \$8,000 per sign. The old signs are due for replacement and the electronic signs would be an upgrade. The electronic signs would provide better communication on events and activities.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

2. Pool lighting to permit night swimming, as such lighting is required by the Florida Department of Health. The estimated cost for the lights is \$49,000. An increase in illumination is required to extend the swimming time beyond dusk. This would also allow for nighttime events on the pool deck.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

3. Lighting San Marino and Pescara tracks. The proposal is to add solar lights that would provide security for evening and early morning uses. Estimated cost is \$6,000.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

4. Landscape enhancements and replacements. As plants reach the end of their lifecycle, the plants are anticipated in the capital improvement plan be replaced to keep up the appearance of the community. The focus areas are the main entrances and roundabouts. Many of the current plants have outlived their life expectancy and are in need of replacement. Estimated cost is \$53,100.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

5. Add additional fencing along Pacetti Rd. This will help provide security (and limit access) to the community. Estimated cost is \$6,000 - \$20,000 depending on the length and height of the fence desired.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

6. Add pool pavilion structure. This will provide more shaded area at the pool as well as an additional area for parties. In the future, the pavilion could also provide a platform for solar heating of the pool during cool months. Estimate cost for pavilion structure is \$32,000 (pool heating separate).

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable
- 5- Undesirable

7. Playground addition, with the goal of providing older kids (i.e. ages 10-13) a challenging playground environment. The anticipated placement of this addition would be at the Amenity Center adjacent to the pool and tennis courts with the volleyball court to be relocated to an alternative area. Estimated cost is \$40,000 - \$60,000.

- 1- Desirable
- 2- Moderately desirable
- 3- Neutral
- 4- Moderately undesirable



5- Undesirable

8. If you had one suggested improvement the Board of Supervisors did not consider what would it be? Also, let us know if you have other prioritization of the items listed above. [FREE TEXT]

*FOURTEENTH ORDER OF BUSINESS*

**RESOLUTION 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Turnbull Creek Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District has purchased and owns certain tangible personal property as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Surplus Property”); and

**WHEREAS**, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property being desired by prospective donees or purchasers; and

**WHEREAS**, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any governmental unit, or to any political subdivision as defined in section 1.01, *Florida Statutes*, or for value to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), *Florida Statutes*; or, if such sale cannot reasonably be accomplished, by donating it either to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Surplus Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District believes that disposing of the Surplus Property in this fashion is the most efficient and cost-effective means of disposing of the Surplus Property; and

**WHEREAS**, the District has estimated the value of each class of the Surplus Property to be less than Five Thousand Dollars (\$5,000); and

**WHEREAS**, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any governmental unit, or to any political subdivision as defined in section 1.01, *Florida Statutes*, or for value to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), *Florida Statutes*; or, if such sale cannot reasonably be accomplished, by donating it either to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 12th day of November, 2019.

ATTEST:

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Description of Surplus Property

### **Exhibit A: Description of Surplus Property**

Removal / Disposal of 3 antiquated computer items as follows...

1. 1- Dell Inspiron 3847 Desk Top Computer S/N 28704487286
2. 1- Dell Inspiron 3847 Desk Top Computer S/N 21754333478
3. 1- HP Laser Jet Pro 200 Color MFP M276 Printer S/N CND8FCFHCO 2012
4. 2- Keyboards / 1- Mouse

*SIXTEENTH ORDER OF BUSINESS*

*C.*

*1.*



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

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

## **Memorandum**

**Date:** November 12, 2019  
**To:** Turnbull Board of Supervisors  
Ernesto Torres, Richard Whetsel  
**From:** Jerry Lambert, Operations Manager  
Erick Hutchinson, 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 /Amenity:**

- Replacement of 15 parcel mailbox locks in Pescara mail box kiosk.
- Installation of 2 new parcel mailbox units on Positano Ave. mailbox kiosk. Locks to be installed on 11/5/2019 with Tom Pollard USPS
- Parking lights (3), street lights (3), pool lights (2) were replaced.
- Removal of dead deer in Pescara
- Fire extinguishers were brought up to date with annual inspection.
- Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks.
- Trimmed branches by street lighting on Positano & San Giacomo Rd.
- Researched quotes for park grills, tow behind trailer for pressure washing.
- Lowered and fastened windscreens on tennis courts.
- Obtained / installed custom covers for stored chairs in clubhouse. (no cost)
- Pool maintenance; chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
- Follow through with resident concerns in regards to property issues, (Ant hills, irrigation breaks, dead animals and birds, tree limbs, etc.)
- Contacted and introduced to most suppliers/contractors for property maintenance. Reviewed and updated contracts if needed for (Poolsure, Hoover Pumping Systems, Bob's Backflow Plumbing,

Weather Engineering (HVAC), Envera, Security 101, Lou Zimmer, Crown Pools, Turner Pest Control, USPS, Advance Disposal, Life Fitness, Smith Electrical)

- Communication with Chris Railing (Future Horizons) for lake work.
- Communications with Josh Boucher (Duval) with irrigation leaks as they occurred for repairs.
- Drive through property with Duval (Mike Johnson) on Wednesday's
- Follow-up with County Roads & Bridges for sidewalk grinding scheduling.
- Contacted Greg Dunn setup time/date for Arbor Day Saturday 1/25/2020 @ 8:30 am (Rain date is Sunday 1/25/2020 @ 8:30 am) Mike Johnson (Duval) supplying flags and mulch.

**Other Projects:**

- Assessed maintenance & repairs needed for property equipment; playground, benches, grills, sunshades, athletic equipment and power washing needs.
- 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.

2.



Search for item

Refresh 0 | Heart 0 | Cart 1 \$ 235.95

All Products

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Home > Reverse Osmosis > 5SV Five-Stage RO System



Reverse Osmosis

### 5SV Five-Stage RO System



- SKU: WP500032
- Vendor: Premier a Watts Brand

Availability: **In Stock**

# \$ 235.95

Quantity :

1 + -

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Rewards

4.8 ★★★★★  
Google

AMERICA'S BEST UNDERSINK RO SYSTEM



# US WATER GALAXY 5-STAGE REVERSE OSMOSIS SYSTEM | GX-5050

SKU 200-GX-5050

REGULAR PRICE: \$333.26

**SALE PRICE: \$199.95**

★★★★★ 3 reviews

In Stock

Quantity

1

ADD TO CART

## YOU MAY ALSO NEED



Magnetic TDS



5-Stage USA Reverse Osmo FP5-USA



US Water Prof Osmosis Maint Operation Kit



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Internet #206314521 Model # RO-90



### APEC Water Systems >

## Ultimate Premium Quality WQA Certified 90 GPD Under-Sink Reverse Osmosis Drinking Water Filter System

★★★★★ (337) [Write a Review](#) [Questions & Answers \(67\)](#)

- Super capacity filters offer 2X life and higher rejection rate
- WQA Gold seal certified to remove up to 99% of contaminants
- Dow Filmtec membrane provides fastest production rate at 90 GPD

**\$232<sup>20</sup>**

Save up to \$100 on your qualifying purchase.  
[Apply for a Home Depot Consumer Card](#)

3.

## Pressure Washing Trailer Build Turnbull CDD

Qty	Description	Cost
1	3/4" x 4' x 8' P.T. Plywood	\$33.00
1	Box Deck Screws # 10	\$12.00
1	Gallon Sealer	\$20.00
1	Bolts/washers & nuts	\$15.00
1	P.W. Lance & Gun	\$60.00
1	2" Hitch Ball	\$20.00
1	Tarp	\$18.00
1	125 Gallon Poly Tank*	\$359.99
1	Master Lock Coupler Lock*	\$23.00
1	Ratchet Tie Down Straps x 2*	\$27.98
1	Ironton 4' x 8' Trailer 1170 # Capacity*	\$474.99
1	Misc. Water Connection fittings for tank*	\$35.00
<b>Grand Total =</b>		<b>\$1,098.96</b>

\*See Pictures



Home Depot / Tools & Storage / Trailers / Utility Trailers

Home Depot

### Ironon 4ft. x 8ft. Steel Folding Utility Trailer Kit — 1170-Lb. Load Capacity

Home Depot ★★★★★ (8 Reviews) | #1 in Utility Trailers



Only **\$474.99**

**Ship to Cart**

**Single Truck**  
or Small Vehicle  
See Shipping Options  
See Unloading Instructions

**Ship & Pickup**  
Check Store Hours  
See Pickup Details

• Clear of mounting origin is 180in. and max of width is 32.7" for  
• Prepared by 1/2" x 1 1/2" for 1/2" x 1 1/2" axle (2.000)  
• 1170-Lb. (53.1 Kg) max. weight per axle and  
• Maximum weight per axle of 1170-Lb. (53.1 Kg)

### Master Lock Universal Trailer Coupler Lock

Model 7755A ★★★★★ 33 Reviews / 1 Question



Qty: 100  
**Only \$23.00** (This price includes tax and shipping)

[Add to Cart](#)

**Ship It**  
• Truck Order  
• See Shipping Options

**Store Pickup**  
• Check Store Stock  
• See Pickup Details

- Adjustable locking system opens quickly and easily
- 3.5" long for extra pad security
- Available in 14 different colors
- Chrome plated steel and zinc plated
- One-way key for a secure fit is optional or better in lockable or non-lockable configurations

[See full description](#)

SmartStraps Double J-Hook Ratchet Tie-Down – 27ft. x 2in., 10,000-Lb. Capacity, Model Z62

Item # 50790  132 Reviews | 18 Answered Questions



Model Z62 image gallery



Qty: 1 of 100

**Was \$13.99** with coupon

Now \$9.99

**Item in Cart**

**Ship it**









to Stock Location  
See Shipping Options

**More Info**

Check Store Stock  
See Pickup Options

- One end is constructed of Padded, heavy-gauge steel to secure and tie to blocks.
- High-strength woven synthetic fiber strap, coated polyethylene.
- Steel double J-Hooks for ease of attachment.

**Ready for Checkout**

Item Description	Delivery Options	Qty	Price
 <p><b>Bama Tech Poly Storage Tank</b>                      Legend Tank, 125 Gallon                      Capacity Model 2200                      Item # 22177  <a href="#">Remove</a>   <a href="#">Save For Later</a></p>	<p> <b>Factory Shipped</b>                      Mon - Oct 21                      Wed - Oct 23                      Ship To: 2000 So. In                      Not in Stock</p>	<input type="text" value="1"/> <a href="#">Update</a>	<p><b>\$220.00</b></p>
 <p><b>Master Lock Universal Trailer Coupler Lock</b>                      Item # 14942                      Save \$5.00</p> <p><a href="#">Remove</a>   <a href="#">Save For Later</a></p>	<p> <b>In Stock Online</b>                      Thu - Oct 11                      Mon - Oct 21                      Check Store Stock</p>	<input type="text" value="1"/> <a href="#">Update</a>	<p>Reg. \$21.99  <b>\$23.00</b></p>
 <p><b>Blackhawk Circuit Breaker</b>                      100 Amp, 240 Volt, 1.25, 8 Pole,                      10,000 A.C. Capacity Model 254                      Item # 25470                      Save \$1.00</p> <p><a href="#">Remove</a>   <a href="#">Save For Later</a></p>	<p> <b>In Stock Online</b>                      Thu - Oct 11                      Mon - Oct 21                      Check Store Stock</p>	<input type="text" value="2"/> <a href="#">Update</a>	<p>Reg. \$11.00 ea                      \$11.00 ea  <b>\$27.00</b></p>
 <p><b>Lester A.A. 25 Steel Rolling Utility Trailer</b>                      62 in. x 110 in. Load                      Capacity                      Item # 2161</p> <p><a href="#">Remove</a>   <a href="#">Save For Later</a></p>	<p> <b>In Stock Online</b>                      Fri - Oct 16                      Wed - Oct 23                      Ship To: 2000 So. In                      Check Store Stock</p>	<input type="text" value="1"/> <a href="#">Update</a>	<p><b>\$474.00</b></p>

Items will be saved in your Cart for 60 days. To save items longer, sign in or create an account.

Product Total \$776.00  
 Product Discount -\$12.00  
**Order Subtotal \$765.00**  
 Shipping = 120  
 Add Keycode (optional)




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### RomoTech Poly Storage Tank — Legged Tank, 125-Gallon Capacity, Model# 2394

Model #2394 ★★★★★ 3 Reviews • 18 Customer Questions



Please note weight to tank  
= 45.00 lbs per tank of our product images

**Only \$229.99**

**Item in Stock**

**Item Details**  
1 year warranty  
30-day return policy  
See details for restrictions

#### Key Features & Benefits

- Designed for indoor use, lightweight, easy storage, and clean
- Approved for use with petroleum, agricultural, industrial, and other non-hazardous liquids
- Large top and drain for easy fill and emptying
- Constructed from high-quality polyethylene for long life and durability
- Available in white for outdoor use

**See full description**

4.



## Pilot Rock Single Charcoal Park Grill — 300 Sq. In., Model# Q-20 B2

Item# 62127 ★★★★★ (Not Yet Rated)

1-5 units

**\$189.99** ea.

6+ units

**\$187.14** ea.

Save up to \$2.85 ea.

### Key Specs

Product Style	Grill
Fuel Type	Charcoal, wood
Overall Height (in.)	37
Cooking Surface Area L x W (in.)	20 x 15
Cooking Surface Area (sq. in.)	300
Overall Dimensions L x W x H (in.)	37 x 26 x 16

[See Complete Details](#)





5.

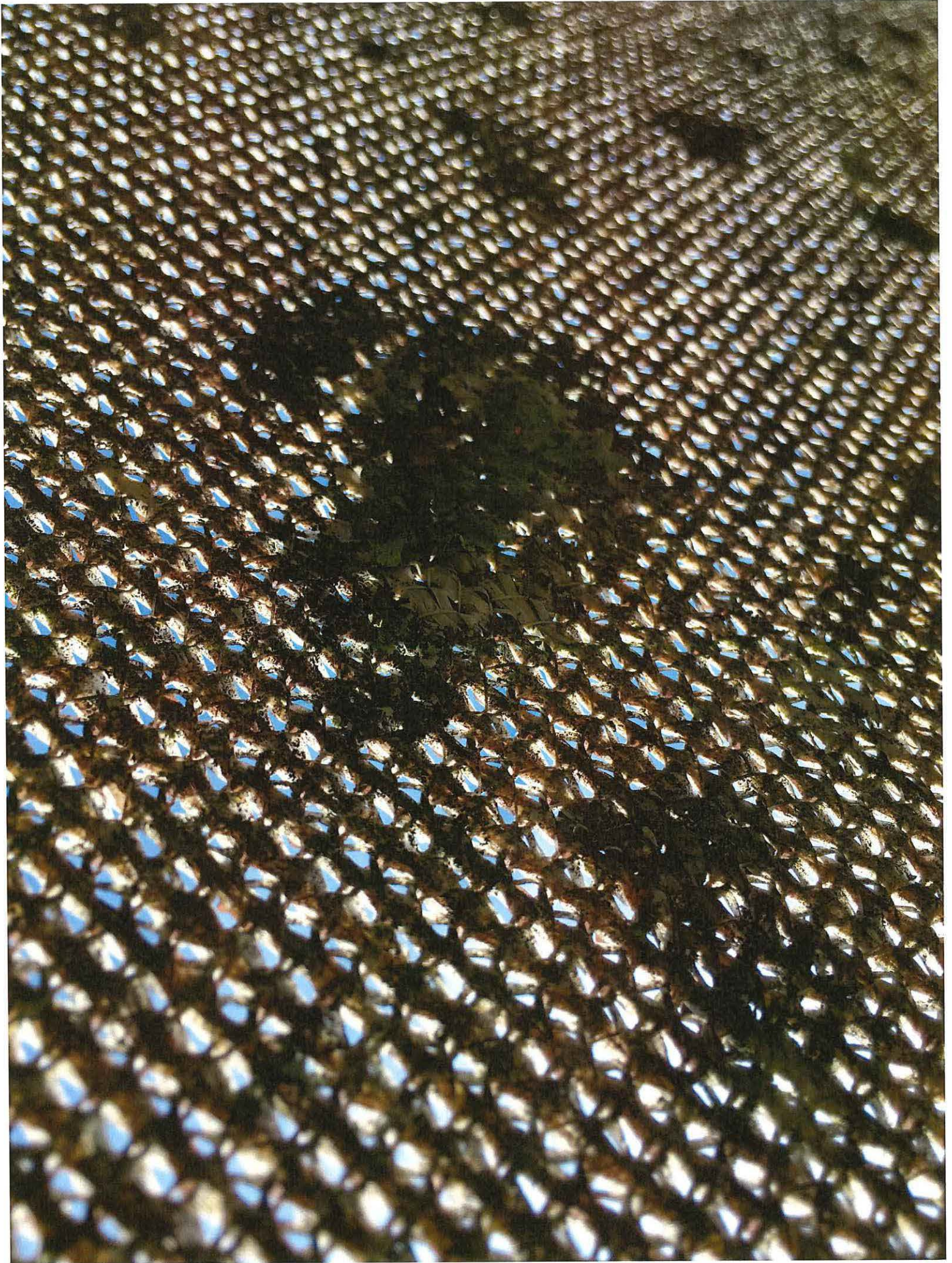






6.











*D.*

*1.*

## Amenity Manager report

**Sat Oct 26<sup>th</sup>** Had a Halloween event inside the clubhouse. Approximately 200 residents throughout the night. Provided a photo booth with props, Music, fogger, pumpkins to decorate and take home, pizza, drinks and prizes.

**Sat Nov 9<sup>th</sup>** I will have a Veterans Day event on the field. There will be bouncers for the kids and food trucks for all. I will be playing music and provide golf cart transportation to the event.

**Dec 21<sup>st</sup>** In the morning there will be a Reindeer 5k in the community. Potentially that same day after the run, I will have bouncers for the kids, pony rides, snow machine and Santa Clause for photos.

### **Social Hall improvements:**

- New card readers for the front door and both bathrooms leading to the pool
- Water softener system for the kitchen to be installed under the sink
- Blinds for the front the doors facing the pool. Quotes for both shades and plantation shutters

*Erick Hutchison*

*Amenity Manager*

2.

# Mura Bella Amenity Center

Project Location  
**Mura Bella Amenity Center**

St. Augustine, FL 32092

## Access Control Door Additions

Proposal No.: 121222.0  
PM Approved

Prepared For  
**Erick Hutchison**



8110 Cypress Plaza Dr  
Suite 304  
Jacksonville, FL 32256

FL — Electrical: EG13000425 | FL — Other: TNSI Inc, dba Security 101 | GA — Low Voltage: LVU406348 | SC — Alarm: BAC13611

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Jacksonville  
8110 Cypress Plaza Dr  
Suite 304  
Phone: 904-260-9101  
Fax: 904-260-9105  
Website: www.Security101.com

Friday, October 18, 2019

Erick Hutchison  
Mura Bella Amenity Center

St. Augustine, FL 32092

Re: Access Control Door Additions

Dear Erick Hutchison:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Don Cox  
Senior Sales Advisor  
dcox@security101.com  
Cell Phone: 904-923-1007

This proposal is to add three (3) additional doors to the Access Control System and includes the following scope of work.

#### Panel Location

#### Club House

Provide and install PW6K1R2 dual reader board in existing enclosure. Utilize existing lock power supply and spare reader port for three new access control doors.

#### Access Controlled Doors

#### Club House Door

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

#### Men's Restroom

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

#### Women's Restroom

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

#### Clarifications and Exclusions

Conduit or wire mold might be necessary

Additional reader licenses

Fire relay if required

Lift charges, if required

Work to be performed during normal business hours M-F 8a-5p



## Access Control

### Panel Locations

#### Club House

Provide and install PW6K1R2 dual reader board in existing enclosure. Utilize existing lock power supply and spare reader port for three new access control doors.

Cabinet / Enclosure	1	Existing or Customer Supplied
Control Panel	1	Existing or Customer Supplied
Power Supply - Control Panel	1	Existing or Customer Supplied
Power Supply - Locks	1	Existing or Customer Supplied
Reader Board Type #1	1	PW-Series Dual Reader Module Includes 2 inputs/2 outputs per readerboard (HIS (Honeywell Integrated Security) part number PW6K1R2)

### Access Controlled Doors

#### Club House Door

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

Card Reader In	1	RP40 reader, multiclass (HID CORP part number 920PTNNEK00000)
Electric Lock 1	1	Dynalock 2011-DSM Magnetic Lock- Midsize Outswing Door, 626 standard finish (DYNALOCK CORP part number 2011-DSM)
Emergency Override	1	PNEUMATIC EXIT BUTTON W/ TIMER (ALARM CONTROLS CORPORATION part number PS5-111)
Exit Device - PIR	1	Request to exit, Passive Infrared Sensor, White; IS310 White RTE (HONEYWELL INTRUSION part number 0-000-361-01)
Other	1	Materials: Wire Mold & Conduit provided by S101

#### Men's Restroom

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

Card Reader In	1	RP40 reader, multiclass (HID CORP part number 920PTNNEK00000)
Electric Lock 1	1	Dynalock 2011-DSM Magnetic Lock- Midsize Outswing Door, 626 standard finish (DYNALOCK CORP part number 2011-DSM)
Emergency Override	1	PNEUMATIC TIME DELAY 1 NO 1 NC (ALARM CONTROLS CORPORATION part number PN5-111)

Exit Device - PIR	1	Request to exit, Passive Infrared Sensor, White; IS310 White RTE (HONEYWELL INTRUSION part number 0-000-361-01)
Other	1	Materials: Wire Mold & Conduit provided by S101

**Women's Restroom**

Provide and install card reader, mag-lock with dsm request to exit motion and emergency exit push-button. Run multi-conductor from door to head end.

Card Reader In	1	RP40 reader, multiclass (HID CORP part number 920PTNNEK00000)
Electric Lock 1	1	Dynalock 2011-DSM Magnetic Lock- Midsize Outswing Door, 626 standard finish (DYNALOCK CORP part number 2011-DSM)
Emergency Override	1	PNEUMATIC TIME DELAY 1 NO 1 NC (ALARM CONTROLS CORPORATION part number PN5-111)
Exit Device - PIR	1	Request to exit, Passive Infrared Sensor, White; IS310 White RTE (HONEYWELL INTRUSION part number 0-000-361-01)
Other	1	Materials: Wire Mold & Conduit provided by S101



## Financial Summary

Proposal #121222.0 Access Control Door Additions

**Bill to:** Mura Bella Amenity Center  
  
101 West Positano Avenue  
St. Augustine, FL 32092

**Ship to:** Attn: Erick Hutchison  
Mura Bella Amenity Center  
  
101 West Positano Avenue  
St. Augustine, FL 32092

### GRAND TOTALS

INSTALLATION	\$3,940.00
EQUIPMENT	\$4,510.29
TOTAL INVESTMENT	\$8,450.29



# Acceptance

Proposal #121222.0 Access Control Door Additions

For the amount of **\$8,450.29**

This proposal dated Friday, October 18, 2019 is valid until Wednesday, December 18, 2019

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

### Payment Terms

- 30% upon Deposit
- 40% upon Equipment Ordered
- 30% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

### Licenses

FL — Electrical: EG13000425 | FL — Other: TNTSI Inc, dba Security 101 | GA — Low Voltage: LVU406348 | SC — Alarm: BAC13611

Mura Bella Amenity Center

Security 101 - Jacksonville

\_\_\_\_\_  
Authorized Customer Signature (date)

\_\_\_\_\_  
Authorized Security 101 Signature (date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order Number

## Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

## Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

7. In no event will Security 101 be liable for any indirect, consequential, incidental, special or punitive damages, including, without limitation, loss of use, interruption of business or loss of profits, arising out of or in any way connected with this Agreement or the Services, even if the relevant party has been advised of the possibility of such damages.

## Indemnification

8. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in product or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by

Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

9. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

10. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, training will be available at prevailing labor rates. Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

11. Drawings:

- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work.
- (ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

12. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

13. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

### **Access Control Terms & Conditions**

- 14. All Door(s) and associated door hardware are not included, unless specifically identified in the scope of work and/or equipment list.
- 15. Coring of new or existing doors required for electrified locking hardware is not included, unless specifically identified in the scope of work.
- 16. Modification of any new or existing fire doors is not included. Additional charges may apply if SECURITY 101 is requested to perform such work.
- 17. Proper door alignment and mechanical operation is the responsibility of others.
- 18. Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.

19. Access control cards are not included, unless specifically identified in the scope of work and/or equipment list.
20. Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list.
21. FIRE ALARM RELEASE - It the responsibility of the customer and the fire alarm service provider for this site. Any permits required in accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

### **Additional Terms & Conditions**

#### Installation

22. All required installation documents are included.
23. Installation of all required equipment and materials with on-site supervision of project is included.
24. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
25. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
26. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
27. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
28. Client to provide and coordinate 110 VAC electrical service where needed.
29. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
30. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

#### Changes in Scope of Work

31. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

#### Permits/Bonding/Sealed Engineered Drawings

32. Permits, bonds, and other requirements by any government agency are not included.

#### Miscellaneous

33. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
34. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
35. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
36. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be



## **Terms & Conditions (cont.)**

Proposal #121222.0 Access Control Door Additions

construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



3.

**SCOPE OF WORK**  
 Est. #: sky-1023-491384  
 PO #:

**Customer:**

HUTCHISON, ERICK (MURABELLA - CLUB HOUSE)  
 101 W POSITANO AVE  
 SAINT AUGUSTINE FL 32092  
 (650) 450-2236 0  
 ERICK\_HUTCH@YAHOO.COM

**Store:**

Home Depot 1324 - St. Johns  
 230 Durbin Pavilion Drive  
 St. Johns FL 32259

**BLINDS AND SHADES:**

#	Room	Product	Type	Color	Mount	Headrail	Control	Price
1	Other - Lobby	Kirsch Roller & Screen Shades	Door (Slider)	Gold Sunset (KSC021-310)	Outside		Clutch Control - Bottom Up*	\$844.59
<i>Bottom Treatment:</i> Color-Coordinated Round, <i>Control Position:</i> Left, <i>Cord:</i> Bead Chain Bronze-Plated, <i>Covering Type:</i> Standard Rectangle, <i>Daisy-Chain Option:</i> No, <i>End Cap:</i> Metal (Bronze), <i>Fabric:</i> PERRY 3%, <i>Fascia Option:</i> Fascia bracket end plates - YES, <i>Hardware Color:</i> Bronze, <i>Open Arch:</i> Open Arch - No, <i>Roll Direction:</i> Standard Roll Direction, <i>Top Treatment:</i> Fascia 4in, <i>Tube Size:</i> Default Size								
2	Other - Lobby	Kirsch Roller & Screen Shades	Door (Slider)	Gold Sunset (KSC021-310)	Outside		Clutch Control - Bottom Up*	\$844.59
<i>Bottom Treatment:</i> Color-Coordinated Round, <i>Control Position:</i> Right, <i>Cord:</i> Bead Chain Bronze-Plated, <i>Covering Type:</i> Standard Rectangle, <i>Daisy-Chain Option:</i> No, <i>End Cap:</i> Metal (Bronze), <i>Fabric:</i> PERRY 3%, <i>Fascia Option:</i> Fascia bracket end plates - YES, <i>Hardware Color:</i> Bronze, <i>Open Arch:</i> Open Arch - No, <i>Roll Direction:</i> Standard Roll Direction, <i>Top Treatment:</i> Fascia 4in, <i>Tube Size:</i> Default Size								

SAH TOTALS:	
Blinds Total:	\$1,689.18
SAH Total:	\$1,689.18
Whole House Install Fee	\$189.00
Handling Fee:	\$29.90
ICON Subtotal:	\$1,908.08
Sales Tax (6.5000%):	\$124.03
Revised SAH Total:	\$2,032.11

Scope of Work Total: \$2,032.11



10/23/2019

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

Windows: 2 Shutters: 0

Sign This Quote

4.

**SCOPE OF WORK**  
 Est. #: sky-1024-491510  
 PO #:

**Customer:**

HUTCHISON, ERICK (MURABELLA - CLUB HOUSE)  
 101 W POSITANO AVE  
 SAINT AUGUSTINE FL 32092  
 (650) 450-2236 0  
 ERICK\_HUTCH@YAHOO.COM

**Store:**

Home Depot 1324 - St. Johns  
 230 Durbin Pavilion Drive  
 St. Johns FL 32259

**SHUTTERS:**

#	Room	Type	Product	Tilt	Panel #	Louver Size	Divider Rail	Hinge	Color	Frame	Price
1	Other - Lobby	Door (Slider)	Wood Shutters	Clearline (Hidden Tilt)	4	3 1/2	Yes	N/A	Honey	Box Frame for Sliding Door	\$2,954.38
Bypass, Flat Valance, Frame Modification, Oversized Shipping Slider/Bypass: Double Track, Slider/Bypass: Extended Track, Stain											
2	Other - Lobby	Door (Slider)	Wood Shutters	Clearline (Hidden Tilt)	4	3 1/2	Yes	N/A	Honey	Box Frame for Sliding Door	\$2,954.38
Bypass, Flat Valance, Frame Modification, Oversized Shipping Slider/Bypass: Double Track, Slider/Bypass: Extended Track, Stain											

Build out (2): \$120.00

SHUTTER TOTALS:	
Shutters Total:	\$5,908.76
Shutter Total:	\$5,908.76
Additional Fee Total:	\$120.00
Handling Fee:	\$29.90
ICON Subtotal:	\$6,058.66
Sales Tax (0.0000%):	\$0.00
Revised Shutter Total:	\$6,058.66

**Scope of Work Total: \$6,058.66**

sheet is intended to be the final determination of manufacturing specifications. Any changes to design specifications require a revised executed form.

10/24/2019

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

Windows: 2 Shutters: 2  
Panels: 8  
SQFT: 122

Sign This Quote



5.

From: Donald McGowan pondguys@yahoo.com  
Subject: Holiday decorations  
Date: Oct 6, 2019 at 4:58:30 PM  
To: Lourens Erasmus  
lerasmus@vestapropertyservices.com

---

Good afternoon,

The garland that Murabella purchased in 2014 for the holiday decorations needs to be replaced this year. There are a total of 37 pieces of garland used in all the decor. The total to replace the garland is \$2812.00. Due to the age of this garland and the problems that we had with it last year the garland needs to be replaced before we can proceed with this installation. Thank you

Donald McGowan  
Anything Under The Sun Services, LLC  
386-972-3926  
[www.waterfeaturesandmore.com](http://www.waterfeaturesandmore.com)

Reinstall  
\$1580 -  
Garland  
\$2812 -  
-----  
\$4392 -  
TOTAL

*SEVENTEENTH 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, September 10, 2019 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Lee Clabots	Chairman
Wil Simmons	Vice Chairman
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor
Chris DelBene	Supervisor

Also Present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Mike Yuro	District Engineer
Mike Krabill	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Michael Johnson	Duval Landscape Maintenance
Daniele Simpson	Riverside Management
Brian Stephens	Riverside Management
Jerry Lambert	Riverside Management
Andy Jimenez	Egis Insurance

The following is a summary of the actions taken at the September 10, 2019 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 6:00 p.m. and called the roll.

Mr. Clabots stated I would like to thank Lourens and Matt for their service to this board and the community.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Garzia stated my pond bank was done three times last year and I have pictures of how it looks now. Spend the money wisely, don't throw away good money.

Mr. Clabots stated that will be discussed under the engineer’s report.

Mr. Quinto stated I want to thank the board and staff for the good job with the aerators.

Ms. Rice stated I want to know about fishing in our backyard and how we deal with approaching people when we have issues.

Mr. Clabots stated we will keep that until the end. Right now it is on agenda items.

**THIRD ORDER OF BUSINESS**

**Staff Reports (Part 1)**

**A. Landscape Manager (Presenter: Duval Landscape)**

Mr. Johnson gave an overview of the landscape maintenance work that has taken place since the last meeting.

**B. Engineer (Presenter: Mike Yuro)**

**1. Update on 3531 Garribaldi Court**

Mr. Yuro stated at the last meeting we talked about getting a topographic survey and I reached out to several surveyors and received two proposals, one for \$4,400 and one for \$2,700. Once we get the topo I can provide possible options on how to address the drainage behind the lots. Even the as-built information doesn’t give us what we need to have.

On MOTION by Mr. Clabots seconded by Mr. Simmons with all in favor the proposal for a topographic survey with Bennett Surveying in the amount of \$2,700 was approved.

**2. County Proposed Sidewalk Crossing**

Mr. Yuro stated at the meeting there was discussion of making the crosswalk similar to the others where it would go through that little island and landscaping. The county is proposing doing a crosswalk just to the west of the landscaping other than the turf grass to minimize costs. They have contractors on continuing contract, but they don’t do landscaping. They wanted me to present this to the board to see if there were any objections.

Mr. Clabots stated we can ask them to make it consistent with the rest of the circle and if they do that then fine but in the end it is the county’s call, it is their property.

Mr. Yuro stated I can bring that back to them, but I would expect the county to say the cost of the landscape will be on the community.

**3. Estimate for Necessary Pond Bank Repairs**

Mr. Yuro stated in June 2018 we walked the banks and developed the priority list. Between then and now some things have shifted, some have gotten bigger, probably new areas have cropped up that might need to be addressed. As a starting point I wanted to bring the cost estimate and those numbers were based on the two types of repairs that Aquagenix did for us during the last repair. We prepared this exhibit with the high priority areas and the number corresponds to the number on the priority list cost estimate and then the lower priority list.

The board discussed the priority list, protective vegetation on the bank and slopes and requested the engineer bring back a quote for rip rap to the next meeting.

**C. Future Horizons (Chris Ralling)**

Mr. Erasmus stated Future Horizons came today and sprayed. It seems like the shoreline spraying is working. Once you put more nutrients back in the water you are going to have algae problems. They can spray one topical application at a time, they cannot treat shoreline and algae at the same time because the chemicals work against each other.

**FOURTH ORDER OF BUSINESS Insurance Policy Review from Egis Insurance**

Mr. Jimenez gave an overview of coverage and suggested a site visit by a loss control specialist to walk the property and break out items rather than having them lumped together.

**FIFTH ORDER OF BUSINESS Discussion of Alcohol Policy**

Mr. Torres stated this item was put on the agenda at the request of a supervisor to reconsider the rules under the facility rental policy where there is a paragraph on the alcohol policy and the requirements of the renter having the right insurance and licensed bartender.

Mr. Simmons stated other subdivisions have parties, weddings, receptions even though there is no hard alcohol. I think it is an opportunity in renting out our place a licensed bartender is fine but for beer and wine I don't see why it is so strict in that regard.

Mr. Wing stated I agree and I think it is something we ought to change whether someone is having a party and they are supplying it or if it is community event and everybody brings their own beer or wine.

Ms. Kilinski stated we have a number of communities that have a BYOB policy and we can bring back a couple forms of draft policies at the next meeting.

**SIXTH ORDER OF BUSINESS**

**Discussion of Amenities League**

Ms. Simpson stated I spoke with Dan Fagen earlier this afternoon and we are going to continue with them and have them and with what they have set up currently. There seems to be a favorable attitude towards them so I don't know why we would come in and boot out a vendor if residents are happy with them. We are more than happy to continue working with them as we are managing the schedule if you would like a contract with them, we can oversee that and get that set up.

Ms. Kilinski stated since you don't have a formal proposal in front of you and because the contract starts October 1<sup>st</sup> I think we are looking for authority to model the program after the Ancient City contract with the understanding based on those representations that the profit sharing would be 10% gross revenue to the district but everything else would be similar to the terms and conditions as the Ancient City contract.

On MOTION by Mr. Simmons seconded by Mr. Labanowski with all in favor staff was authorized to bring back a contract with Vesta for a sports program modeled after the Ancient City contract with 10% gross revenue to the district.

**SEVENTH ORDER OF BUSINESS**

**Riverside Staffing Level and Update**

Mr. Clabots stated at the last meeting I was not overly comfortable with what was outlined. I was hoping at this meeting we would get a better sense of the staffing levels

Ms. Simpson stated we have between 2 and 5 staff members we are looking at. Keep in mind that is from fulltime amenity manager to operations, maintenance and an assistant or that fill-in individual to complement the hours outlined in that RFP. We did five interviews on Monday and we are hoping to make a decision Thursday or Friday.

Mr. Stephens stated I am senior operations manager with Riverside and I have been with them for eight years. I want to introduce Jerry Lambert, he is going to be operations manager onsite fulltime. He will be here and I will be here to assist during the transition while he



familiarizes himself with the facility and at all times available for any questions from the board, staff and residents.

Mr. Lambert stated I have been involved in the building trades, engineering for 26 years and consider myself to be user friendly. I have been with Riverside since January and look forward to being part of the team. I have worked with Brian for about five months on different properties.

**EIGHTH ORDER OF BUSINESS**

**Capital Budget Items**

- A. Signage Estimates**
- B. Necessary Pond Bank Repairs (per Engineer discussion)**
- C. Planned 2020 Projects per the Capital Reserve Study**
- D. Pool Lighting for Extension of Hours of Operation**
- E. Additional Lighting Needs e.g. San Marino & Pescara Tracks**
- F. 125 Foot Fence Along Pacetti Road**
- G. Landscaping Improvements**
- H. Update – Capital Reserve Study**
- I. Other**

Mr. Clabots stated we have a number of items if you go through the reserve study and look at page 27 and 28 there are suggested items that we will be dealing with in 2019/2020 and 2021. I wanted some input from the updated reserve study. We have had a number of things that were presented to us that will be new in the capital budget items that are outside the capital reserve study. We have a limited amount of money and we should look at what priorities as a board we felt that we want to do this year as well as 2020 and 2021.

Mr. Torres stated I have had discussions with several board members about this very same subject after our last meeting in preparation for this meeting. A fence along Pacetti Road and the lighting project for the swimming pool are not part of our capital reserve because they are not existing now and are new projects. Based on that I had the accountant reformat our FY20 budget and put a line for capital projects right below capital reserves. The goal is to identify which capital project is not currently in the capital reserve study, which ones the board chooses to prioritize and if there is anything new we can discuss that. Once you finalize the list of capital projects, then prioritize it and find a source of funding for it. We have already done some of those things in prior years and we have taken care of some of those things that are in future years. 2019/2020 which is year three in your capital reserve study is very light. You have the a/c and Lourens has said it is

in good condition and you have fitness equipment that we have already taken care of. The big ticket items for 2019/2020 is landscaping allowance of \$53,000. A few months ago we had some residents bring to our attention the conditions of the roundabouts and Mike from Duval has said that with the life expectancy on some of these plants, sometimes you just have to replace them. We also have some allowance for pond repairs. The goal is to determine which capital projects you wish to continue to pursue and give me a priority of projects and recommend a funding source. It could also mean the delay of funding for FY21 and add a line to the budget to fund that item.

Additional items the board would like to see are: playground equipment for children who are 6-10 years old, a suggestion of relocating the volleyball court by the tennis courts to accommodate play equipment, outdoor fitness equipment, ping pong tables on pool deck, emergency exit from children’s play area, an open air building like a cabana,

Ernesto to come back with the list of proposed improvements, estimated cost and possible source of funding, will put a list of items at the amenity center and ask amenity center staff to send out an e-blast to residents for input.

**NINTH ORDER OF BUSINESS**

**Staff Reports (Part 2)**

**A. Attorney (Presenter: Jennifer Kilinski)**

There being none, the next item followed.

**B. Manager – (Presenter: Ernesto Torres)**

There being none, the next item followed.

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

Mr. Torres stated the mailbox that was approved was discontinued and I will work with Lourens and perhaps RMS to replace that mailbox.

**D. Amenity Center Update (Presenter: Matthew Krabill)**

Mr. Krabill gave an overview of the amenity center management report, copy of which was included in the agenda package.

**TENTH ORDER OF BUSINESS**

**Approval of Consent Agenda (Presenter: Ernesto Torres)**

- A. Approval of Minutes of the August 13, 2019 Meeting**
- B. Balance Sheet as of July 31, 2019 and Statement of Revenues & Expenditures for the Period Ending July 31, 2019; Month-to-Month Income Statement; Assessment Receipt Schedule**
- C. Approval of Check Register**

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the consent agenda items were approved to include amendments to the minutes.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

The board and residents discussed the fishing policy, enforcement of that policy and that fishing is allowed in two lakes at this time, but the policy can be amended.

Ms. Kilinski stated the enforcement of the policies will generally come with your amenity management company, when it comes to use of these facilities, the fields, that sort of thing. They are absolutely authorized to say no horseplay in the pool, those kinds of amenity policies. When it comes to fishing it is much more difficult to enforce. Usually it is resident to resident so if I have a house on a pond and someone is back there fishing I may call the police because it is trespass. We would never from a district's perspective recommend to any of you to be enforcing rules for all kinds of reasons, and because it is not good practice. I always recommend you as board members and you as residents if you see somebody violating it, call the amenity management company, call the police but never take it into your own hands, ever, because things could quickly escalate and you just don't know who you are dealing with.

Right now because you say no fishing on every pond except for those two if we were to call the police and say this is trespassing this is either district easement they are abusing or private property the police have the right to enter that property and remove that person. We can bring back policies for discussion that says if it is your own lot you can fish in front of it, it is just going to be more difficult to enforce.

A resident asked can we come to a procedure if we see a stranger fishing on a pond, do we call the police or amenity center?

Mr. Clabots stated if they are on your property call the police. Otherwise I would call the amenity center.

Mr. DelBene stated as a board member we should have consensus that it is our job to contact our management company who then handles the situation. If they call the cops after they assess the situation then they call the cops. I'm not saying a homeowner can't call the cops or the amenity center; I'm saying as board members if it is not our property we need to look to our management company to resolve the situation. That is the action a board member needs to take.

Mr. Clabots stated that is what Jennifer advised us.

**TWLEFTH ORDER OF BUSINESS**

**Next Scheduled Meeting – November 12, 2019  
at 6:30 p.m.**

Mr. Clabots stated our next meeting will be November 12, 2019 at 6:30 p.m.

The meeting adjourned at 8:02 p.m.

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Secretary/Assistant Secretary

---

Chairman/Vice Chairman

*B.*

*Turnbull Creek*  
*Community Development District*

*Unaudited Financial Reporting*  
*September 30, 2019*

*Turnbull Creek  
Community Development District  
Combined Balance Sheet  
September 30, 2019*

	<u>Governmental Fund Types</u>			<u>Capital Reserve</u>	<u>Totals (Memorandum Only)</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>		
<b>Assets:</b>					
Cash - Wells Fargo	---	---	---	\$147,306	\$147,306
Cash - Hancock Bank	\$54,995	---	---	---	\$54,995
Investments:					
Investment - SBA	\$42	---	---	---	\$42
Investment-General Account	\$295,428	---	---	---	\$295,428
<b><u>Series 2015 A1-A2</u></b>					
Interest A1	---	\$0	---	---	\$0
Revenue	---	\$261,530	---	---	\$261,530
Reserve A1	---	\$392,881	---	---	\$392,881
Reserve A2	---	\$107,999	---	---	\$107,999
Prepayment A1	---	\$0	---	---	\$0
Prepayment A2	---	\$47	---	---	\$47
Construction	---	---	\$1	---	\$1
COI	---	---	\$2,717	---	\$2,717
<b><u>Series 2015 B1-B2</u></b>					
Revenue B	---	\$29,390	---	---	\$29,390
Reserve B1	---	\$32,790	---	---	\$32,790
Reserve B2	---	\$9,763	---	---	\$9,763
Prepayment B1	---	\$170	---	---	\$170
Prepayment B2	---	\$2,718	---	---	\$2,718
Redemption	---	\$104	---	---	\$104
<b><u>Series 2016</u></b>					
Sinking	---	\$10	---	---	\$10
Reserve	---	\$120,886	---	---	\$120,886
Revenue	---	\$81,253	---	---	\$81,253
Prepayment	---	\$3,963	---	---	\$3,963
Interest	---	\$5	---	---	\$5
Prepaid Expenses	\$27,991	---	---	---	\$27,991
Assessment Receivable	\$23,332	---	---	---	\$23,332
<b>Total Assets</b>	<b>\$401,788</b>	<b>\$1,043,510</b>	<b>\$2,718</b>	<b>\$147,306</b>	<b>\$1,595,322</b>
<b>Liabilities:</b>					
Accounts Payable	\$20,985	---	---	---	\$20,985
<b>Fund Balances:</b>					
Assigned General Fund	\$34,240	---	---	---	\$34,240
Restricted for Debt Service	---	\$1,043,510	---	---	\$1,043,510
Restricted for Capital Projects	---	---	\$2,718	---	\$2,718
Nonspendable	\$27,991	---	---	---	\$27,991
Unassigned	\$318,573	---	---	\$147,306	\$465,879
<b>Total Liabilities and Fund Equity</b>	<b>\$401,788</b>	<b>\$1,043,510</b>	<b>\$2,718</b>	<b>\$147,306</b>	<b>\$1,595,322</b>

*Turnbull Creek  
Community Development District  
General Fund  
Statement of Revenues & Expenditures  
For the Period ending September 30, 2019*

	Adopted Budget	Prorated Thru 09/30/19	Actual Thru 09/30/19	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments	\$1,126,178	\$1,126,178	\$1,155,255	\$29,077
Interest/Miscellaneous	\$13,575	\$13,575	\$20,228	\$6,653
Amenities Revenue	\$2,000	\$2,000	\$1,202	(\$798)
<b>Total Revenues</b>	<b>\$1,141,753</b>	<b>\$1,141,753</b>	<b>\$1,176,685</b>	<b>\$34,932</b>

**Expenditures:**

**Administrative**

Supervisor Fees	\$7,000	\$7,000	\$5,800	\$1,200
FICA Expense	\$536	\$536	\$444	\$92
Engineering (Yuro & Associates, LLC)	\$13,000	\$13,000	\$8,875	\$4,125
Arbitrage (Grau)	\$3,000	\$3,000	\$2,400	\$600
Dissemination (Disclosure Services)	\$2,200	\$2,200	\$1,450	\$750
Trustee (US Bank)	\$12,667	\$12,667	\$14,616	(\$1,949)
Attorney (HGS)	\$40,000	\$40,000	\$47,622	(\$7,622)
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Grau and Assoc)	\$3,525	\$3,525	\$3,525	\$0
Management Fees (GMS)	\$45,000	\$45,000	\$45,000	\$0
Information Technology (GMS)	\$1,600	\$1,600	\$1,600	\$0
Telephone	\$450	\$450	\$283	\$187
Postage	\$1,100	\$1,100	\$596	\$504
Printing & Binding	\$2,500	\$2,500	\$2,018	\$482
Insurance (FIA)	\$8,816	\$8,816	\$8,014	\$802
Legal Advertising	\$1,400	\$1,400	\$721	\$679
Other Current Charges	\$1,300	\$1,300	\$702	\$598
Office Supplies	\$170	\$170	\$100	\$70
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$0	\$0	\$1,750	(\$1,750)
<b>Administrative Expenses</b>	<b>\$149,439</b>	<b>\$149,439</b>	<b>\$150,670</b>	<b>(\$1,232)</b>

**Amenity Center**

Insurance (FIA)	\$15,664	\$15,664	\$14,240	\$1,424
Pest Control (Turner Pest Control)	\$2,673	\$2,673	\$2,673	\$0
Repairs & Replacements	\$48,800	\$48,800	\$25,596	\$23,204
Recreational Passes	\$600	\$600	\$597	\$3
Office Supplies	\$1,025	\$1,025	\$1,083	(\$58)
Other Current Charges	\$300	\$300	\$0	\$300
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$1,850	\$1,850	\$1,901	(\$51)

**Utilities**

Water & Sewer (STCUD)	\$10,500	\$10,500	\$10,005	\$495
Electric (FPL)	\$33,510	\$33,510	\$35,046	(\$1,536)
Telephone/Internet (Comcast)	\$3,800	\$3,800	\$3,695	\$105



*Turnbull Creek  
Community Development District  
General Fund  
Statement of Revenues & Expenditures  
For the Period ending September 30, 2019*

	Adopted Budget	Prorated Thru 09/30/19	Actual Thru 09/30/19	Variance
<b><u>Amenity Center Cont'd.</u></b>				
<b><u>Management Contracts</u></b>				
<i>Lifeguards/Pool Monitors (ASG)</i>	\$33,166	\$33,166	\$23,257	\$9,909
<i>Facilty Monitor (ASG)</i>	\$28,737	\$28,737	\$28,737	(\$0)
<i>Facility Management (ASG)</i>	\$61,285	\$61,285	\$61,285	\$0
<i>Facility Attendants (ASG)</i>	\$17,510	\$17,510	\$17,510	(\$0)
<i>Field Operations (ASG)</i>	\$70,015	\$70,015	\$52,015	\$18,000
<i>Facility Maintenance (ASG)</i>	\$49,440	\$49,440	\$49,440	\$0
<i>Pool Maintenance (ASG)</i>	\$14,729	\$14,729	\$14,729	(\$0)
<i>Pool Chemicals</i>	\$11,000	\$11,000	\$13,113	(\$2,113)
<i>Janitorial Services (ASG)</i>	\$9,064	\$9,064	\$9,064	\$0
<i>Program Director (ASG)</i>	\$2,575	\$2,575	\$2,500	\$75
<i>Refuse Service (Advance Disposal)</i>	\$8,124	\$8,124	\$9,426	(\$1,302)
<i>Security - ENVERA</i>	\$6,093	\$6,093	\$5,916	\$177
<i>Special Events</i>	\$9,000	\$9,000	\$10,137	(\$1,137)
 <i>Amenity Center Expenses</i>	 \$439,460	 \$439,460	 \$391,964	 \$47,497
<b><u>Grounds Maintenance</u></b>				
<i>Streetlighting (FPL)</i>	\$36,000	\$36,000	\$40,692	(\$4,692)
<i>Lake Maintenance (Future Horizons)</i>	\$7,740	\$7,740	\$12,575	(\$4,835)
<i>Landscape Maintenance (Duval Landscape)</i>	\$299,573	\$299,573	\$299,573	\$0
<i>Landscape Contingency</i>	\$30,700	\$30,700	\$32,900	(\$2,200)
<i>Irrigation Repairs</i>	\$6,000	\$6,000	\$5,603	\$397
<i>Capital Reserves</i>	\$207,081	\$207,081	\$207,081	\$0
<i>Reserve Study</i>	\$0	\$0	\$1,100	(\$1,100)
 <i>Grounds Maintenance Expenses</i>	 \$587,094	 \$587,094	 \$599,523	 (\$12,429)
 <i>Total Expenses</i>	 \$1,175,993	 \$1,175,993	 \$1,142,157	 \$33,836
 <i>Excess Revenues (Expenditures)</i>	 (\$34,240)		 \$34,528	
 <i>Fund Balance - Beginning</i>	 \$34,240		 \$346,276	
 <i>Fund Balance - Ending</i>	 \$0		 \$380,804	

Turnbull Creek  
Community Development District  
General Fund  
Month By Month Income Statement  
FY 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues:</b>													
Maintenance Assessments	\$0	\$41,210	\$409,354	\$557,771	\$43,338	\$50,106	\$13,506	\$0	\$16,221	\$416	\$0	\$23,332	\$1,155,255
Interest/Miscellaneous	\$62	\$2,028	\$1,045	\$11,651	\$148	\$249	\$225	\$165	\$490	\$131	\$3,656	\$380	\$20,228
Amenities Revenue	\$155	\$23	\$0	\$5	\$0	\$150	\$2	\$0	\$175	\$0	\$691	\$0	\$1,202
<b>Total Revenues</b>	<b>\$217</b>	<b>\$43,261</b>	<b>\$410,399</b>	<b>\$569,427</b>	<b>\$43,486</b>	<b>\$50,505</b>	<b>\$13,734</b>	<b>\$165</b>	<b>\$16,886</b>	<b>\$546</b>	<b>\$4,347</b>	<b>\$23,712</b>	<b>\$1,176,685</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisor Fees	\$0	\$1,000	\$0	\$800	\$0	\$800	\$0	\$800	\$800	\$0	\$800	\$800	\$5,800
FICA Expense	\$0	\$77	\$0	\$61	\$0	\$61	\$0	\$61	\$61	\$0	\$61	\$61	\$444
Engineering	\$750	\$875	\$0	\$375	\$563	\$813	\$875	\$1,375	\$188	\$1,750	\$1,313	\$0	\$8,875
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400	\$0	\$2,400
Dissemination	\$133	\$83	\$83	\$83	\$83	\$133	\$433	\$83	\$83	\$83	\$83	\$83	\$1,450
Trustee	\$4,357	\$0	\$0	\$0	\$0	\$5,759	\$0	\$4,500	\$0	\$0	\$0	\$0	\$14,616
Attorney	\$104	\$0	\$5,433	\$5,691	\$1,996	\$5,578	\$3,487	\$8,172	\$7,156	\$783	\$4,976	\$4,247	\$47,622
Tax Roll Assessments	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,525	\$0	\$0	\$3,525
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$45,000
Computer Time	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$1,600
Telephone	\$82	\$17	\$0	\$18	\$30	\$0	\$45	\$64	\$0	\$0	\$0	\$7	\$263
Postage	\$44	\$27	\$14	\$27	\$319	\$10	\$48	\$33	\$40	\$16	\$7	\$10	\$596
Printing & Binding	\$565	\$47	\$213	\$72	\$233	\$43	\$248	\$16	\$221	\$192	\$19	\$150	\$2,018
Insurance	\$8,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,014
Legal Advertising	\$0	\$72	\$76	\$0	\$0	\$72	\$72	\$76	\$0	\$191	\$90	\$72	\$721
Other Current Charges	\$121	\$56	\$37	\$23	\$177	\$28	\$23	\$60	\$39	\$36	\$55	\$48	\$702
Office Supplies	\$21	\$0	\$23	\$0	\$21	\$1	\$19	\$0	\$1	\$7	\$0	\$6	\$100
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Compliance	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
<b>Administrative Expenses</b>	<b>\$23,250</b>	<b>\$6,138</b>	<b>\$9,763</b>	<b>\$12,784</b>	<b>\$7,304</b>	<b>\$17,181</b>	<b>\$9,134</b>	<b>\$19,124</b>	<b>\$12,472</b>	<b>\$10,466</b>	<b>\$13,687</b>	<b>\$9,367</b>	<b>\$150,670</b>
<b>Amenity Center</b>													
Insurance	\$14,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,240
Pest Control	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$638	\$2,673
Repairs & Replacements	\$2,474	\$3,219	\$2,056	\$1,432	\$3,778	\$940	\$1,862	\$1,390	\$2,432	\$2,222	\$688	\$3,104	\$25,596
Recreational Passes	\$0	\$195	\$0	\$0	\$207	\$0	\$0	\$0	\$0	\$0	\$195	\$0	\$597
Office Supplies	\$0	\$140	\$70	\$86	\$200	\$70	\$70	\$108	\$129	\$70	\$70	\$70	\$1,083
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$358	\$0	\$0	\$1,193	\$0	\$0	\$0	\$0	\$350	\$0	\$0	\$0	\$1,901
<b>Utilities</b>													
Water & Sewer	\$887	\$782	\$462	\$476	\$1,272	\$449	\$1,153	\$912	\$976	\$1,254	\$701	\$680	\$10,005
Electric	\$2,959	\$2,746	\$2,623	\$2,699	\$2,495	\$2,171	\$2,913	\$2,957	\$3,368	\$3,401	\$3,435	\$3,281	\$35,046
Telephone/Cable/Internet	\$311	\$311	\$317	\$313	\$313	\$313	\$313	\$313	\$297	\$297	\$299	\$299	\$3,695

Turnbull Creek  
Community Development District  
General Fund  
Month By Month Income Statement  
FY 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Amenity Center Cont'd</b>													
<b>Management Contracts</b>													
Pool Monitors/Lifeguards	\$0	\$0	\$0	\$0	\$0	\$1,336	\$1,074	\$1,506	\$6,040	\$6,295	\$5,168	\$1,838	\$23,257
Facility Monitor (1,550 and 2,325)	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$2,395	\$28,737
Facility Management (5,107.08)	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$5,107	\$61,285
Facility Attendants (1,459.17)	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$1,459	\$17,510
Field Operations (4,334.58)	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$4,335	\$52,015
Facility Maintenance (4,120)	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$4,120	\$49,440
Pool Maintenance (1,227.42)	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$1,227	\$14,729
Pool Chemicals (815.59 and 1,333.57)	\$816	\$816	\$831	\$831	\$831	\$831	\$1,359	\$1,359	\$1,359	\$1,359	\$1,359	\$1,359	\$13,113
Janitorial Services (755.33)	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$755	\$9,064
Refuse Service	\$764	\$766	\$766	\$766	\$766	\$766	\$776	\$776	\$819	\$819	\$819	\$821	\$9,426
Security - Envera (470)	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$5,916
Special Events	\$3,379	\$1,317	\$626	\$0	\$0	\$302	\$1,357	\$920	\$692	\$93	\$630	\$621	\$10,137
Program Director (208.33)	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$2,500
<b>Amenity Center Expenses</b>	<b>\$46,473</b>	<b>\$30,578</b>	<b>\$28,035</b>	<b>\$28,080</b>	<b>\$30,145</b>	<b>\$27,461</b>	<b>\$31,164</b>	<b>\$30,525</b>	<b>\$36,746</b>	<b>\$36,095</b>	<b>\$33,650</b>	<b>\$33,011</b>	<b>\$391,964</b>
<b>Grounds Maintenance</b>													
Street lighting	\$2,991	\$2,971	\$2,914	\$2,914	\$2,916	\$2,930	\$2,932	\$2,989	\$2,989	\$2,990	\$2,988	\$8,166	\$40,692
Lake Maintenance (\$645.00)	\$645	\$645	\$645	\$645	\$645	\$2,300	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$12,575
Landscape Maintenance (\$26,489.41)	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$24,964	\$299,573
Landscape Contingency	\$1,525	\$1,525	\$1,525	\$6,325	\$6,325	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$6,525	\$32,900
Irrigation Repairs	\$0	\$765	\$0	\$435	\$0	\$0	\$1,115	\$1,720	\$0	\$0	\$0	\$1,568	\$5,603
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$207,081	\$0	\$0	\$0	\$0	\$0	\$0	\$207,081
Reserve Study	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$1,100
<b>Grounds Maintenance Expenses</b>	<b>\$30,125</b>	<b>\$30,871</b>	<b>\$30,049</b>	<b>\$35,284</b>	<b>\$34,851</b>	<b>\$238,801</b>	<b>\$31,712</b>	<b>\$32,373</b>	<b>\$30,653</b>	<b>\$30,655</b>	<b>\$30,653</b>	<b>\$43,499</b>	<b>\$599,523</b>
<b>Total Expenses</b>	<b>\$99,848</b>	<b>\$67,586</b>	<b>\$67,847</b>	<b>\$76,148</b>	<b>\$72,300</b>	<b>\$283,443</b>	<b>\$72,009</b>	<b>\$82,023</b>	<b>\$79,872</b>	<b>\$77,216</b>	<b>\$77,989</b>	<b>\$85,877</b>	<b>\$1,142,157</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$99,632)</b>	<b>(\$24,324)</b>	<b>\$342,552</b>	<b>\$493,279</b>	<b>(\$28,814)</b>	<b>(\$232,938)</b>	<b>(\$58,276)</b>	<b>(\$81,858)</b>	<b>(\$62,985)</b>	<b>(\$76,669)</b>	<b>(\$73,643)</b>	<b>(\$62,165)</b>	<b>\$34,528</b>

**Turnbull Creek**  
**Community Development District**  
*Debt Service Fund - Series 2015A1-A2*  
**Statement of Revenues & Expenditures**  
*For the Period ending September 30,2019*

<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
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**Revenues:**

<i>Interest Income</i>	\$300	\$300	\$20,287	\$19,987
<i>Assessments</i>	\$989,969	\$989,969	\$992,301	\$2,332
<i>Prepayments A1</i>	\$0	\$0	\$0	\$0
<i>Prepayments A2</i>	\$0	\$0	\$0	\$0
<b><i>Total Revenues</i></b>	<b>\$990,269</b>	<b>\$990,269</b>	<b>\$1,012,587</b>	<b>\$22,318</b>

**Expenditures**

**Series 2015A-1**

<i>Interest 11/1</i>	\$183,059	\$183,059	\$182,887	\$173
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$183,059	\$183,059	\$182,778	\$282
<i>Principal 5/1</i>	\$415,000	\$415,000	\$400,000	\$15,000
<i>Special Call 5/1</i>	\$0	\$0	\$5,000	(\$5,000)

**Series 2015A-2**

<i>Interest 11/1</i>	\$57,831	\$57,831	\$57,356	\$475
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$0	\$0
<i>Interest 5/1</i>	\$57,831	\$57,831	\$57,356	\$475
<i>Principal 5/1</i>	\$95,000	\$95,000	\$95,000	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$30,000	(\$30,000)

<b><i>Total Expenditures</i></b>	<b>\$991,781</b>	<b>\$991,781</b>	<b>\$1,015,377</b>	<b>(\$23,596)</b>
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<b><i>Excess Revenues (Expenditures)</i></b>	<b>(\$1,512)</b>	<b>(\$1,512)</b>	<b>(\$2,790)</b>	<b>(\$1,278)</b>
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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>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b><i>Net Change in Fund Balance</i></b>	<b>(\$1,512)</b>	<b>(\$2,790)</b>	<b>\$0</b>	<b>\$0</b>
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<b><i>Fund Balance - Beginning</i></b>	<b>\$257,026</b>	<b>\$765,247</b>	<b>\$0</b>	<b>\$0</b>
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<b><i>Fund Balance - Ending</i></b>	<b>\$255,514</b>	<b>\$762,458</b>	<b>\$0</b>	<b>\$0</b>
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**Turnbull Creek**  
**Community Development District**  
*Debt Service Fund - Series 2015B1-B2*  
**Statement of Revenues & Expenditures**  
*For the Period ending September 30,2019*

<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
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**Revenues:**

<i>Interest Income</i>	\$0	\$0	\$1,803	\$1,803
<i>Assessments</i>	\$79,318	\$79,318	\$79,475	\$157
<i>Prepayments B1</i>	\$0	\$0	\$0	\$0
<i>Prepayments B2</i>	\$0	\$0	\$0	\$0
<b><i>Total Revenues</i></b>	<b>\$79,318</b>	<b>\$79,318</b>	<b>\$81,277</b>	<b>\$1,959</b>

**Expenditures**

**Series 2015B-1**

<i>Interest 11/1</i>	\$20,125	\$20,125	\$20,025	\$100
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$0	\$0
<i>Interest 5/1</i>	\$20,125	\$20,125	\$20,025	\$100
<i>Principal 5/1</i>	\$20,000	\$20,000	\$20,000	\$0

**Series 2015B-2**

<i>Interest 11/1</i>	\$5,913	\$5,913	\$5,913	\$0
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$5,913	\$5,913	\$5,788	\$125
<i>Principal 5/1</i>	\$5,000	\$5,000	\$5,000	\$0

<b><i>Total Expenditures</i></b>	<b>\$77,075</b>	<b>\$77,075</b>	<b>\$81,750</b>	<b>(\$4,675)</b>
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<b><i>Excess Revenues (Expenditures)</i></b>	<b>\$2,243</b>	<b>\$2,243</b>	<b>(\$473)</b>	
----------------------------------------------	----------------	----------------	----------------	--

**Other Sources (Uses)**

<b><i>Operating Transfer In (Out)</i></b>	<b>\$0</b>	<b>\$0</b>	<b>\$104</b>	<b>\$104</b>
-------------------------------------------	------------	------------	--------------	--------------

<b><i>Total Other Sources(Uses)</i></b>	<b>\$0</b>		<b>\$104</b>	
-----------------------------------------	------------	--	--------------	--

<b><i>Net Change in Fund Balance</i></b>	<b>\$2,243</b>		<b>(\$369)</b>	
------------------------------------------	----------------	--	----------------	--

<b><i>Fund Balance - Beginning</i></b>	<b>(\$2,069)</b>		<b>\$75,304</b>	
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<b><i>Fund Balance - Ending</i></b>	<b>\$174</b>		<b>\$74,935</b>	
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**Turnbull Creek**  
**Community Development District**  
*Debt Service Fund - Series 2016*  
*Statement of Revenues & Expenditures*  
*For the Period ending September 30,2019*

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<b><u>Revenues:</u></b>				
<i>Interest Income</i>	\$0	\$0	\$4,338	\$4,338
<i>Assessments</i>	\$286,688	\$286,688	\$287,974	\$1,286
<b><i>Total Revenues</i></b>	<b>\$286,688</b>	<b>\$286,688</b>	<b>\$292,311</b>	<b>\$5,623</b>
<b><u>Expenditures</u></b>				
<b><u>Series 2016</u></b>				
<i>Interest 11/1</i>	\$72,280	\$72,280	\$72,280	\$0
<i>Interest 5/1</i>	\$72,280	\$72,280	\$72,280	\$0
<i>Principal 5/1</i>	\$144,000	\$144,000	\$144,000	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0
<b><i>Total Expenditures</i></b>	<b>\$288,559</b>	<b>\$288,559</b>	<b>\$288,559</b>	<b>\$0</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>(\$1,871)</b>	<b>(\$1,871)</b>	<b>\$3,752</b>	
<b><i>Fund Balance - Beginning</i></b>	<b>\$83,379</b>		<b>\$202,364</b>	
<b><i>Fund Balance - Ending</i></b>	<b>\$81,508</b>		<b>\$206,117</b>	

**Turnbull Creek**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues & Expenditures**  
**For the Period ending September 30,2019**

	Series 2015A-1 & A-2	Series 2015B-1 & B-2	Total
<b><u>Revenues:</u></b>			
Interest Income	\$58	\$2	\$69
<b>Total Revenues</b>	<b>\$58</b>	<b>\$2</b>	<b>\$61</b>
<b><u>Expenditures</u></b>			
Capital Outlay (1) - Series 2016	\$0	\$0	\$0
Capital Outlay - Series 2015A-1-A2	\$0	\$0	\$0
Capital Outlay - Series 2015 B-1-B2	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$58</b>	<b>\$2</b>	<b>\$61</b>
<b><u>Other Sources (Uses)</u></b>			
Operating Transfer In	\$0	(\$104)	(\$104)
<b>Total Other Sources(Uses)</b>	<b>\$0</b>	<b>(\$104)</b>	<b>(\$104)</b>
<b>Net Change in Fund Balance</b>	<b>\$58</b>	<b>(\$101)</b>	<b>(\$43)</b>
<b>Fund Balance - Beginning</b>	<b>\$2,660</b>	<b>\$101</b>	<b>\$2,761</b>
<b>Fund Balance - Ending</b>	<b>\$2,718</b>	<b>\$0</b>	<b>\$2,718</b>

**Turnbull Creek**  
**Community Development District**  
**Capital Reserve Funds**  
*Statement of Revenues & Expenditures*  
*For the Period ending September 30,2019*

	<i>Adopted Budget</i>	<i>Prorated Thru 09/30/19</i>	<i>Actual Thru 09/30/19</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Capital Reserve Funding - Transfer In</i>	\$207,081	\$207,081	\$207,081	\$0
<b><i>Total Revenues</i></b>	<b>\$207,081</b>	<b>\$207,081</b>	<b>\$207,081</b>	<b>\$0</b>
<u>Expenditures</u>				
<i>Capital Outlay</i>	\$329,411	\$329,411	\$130,010	\$199,401
<i>Other Current Charges</i>	\$0	\$0	\$86	(\$86)
<b><i>Total Expenditures</i></b>	<b>\$329,411</b>	<b>\$329,411</b>	<b>\$130,096</b>	<b>\$199,315</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>(\$122,330)</b>		<b>\$76,985</b>	
<b><i>Fund Balance - Beginning</i></b>	<b>\$227,472</b>		<b>\$70,321</b>	
<b><i>Fund Balance - Ending</i></b>	<b>\$105,142</b>		<b>\$147,306</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:	\$500,880
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)
Current Bonds Outstanding	<b>\$11,310,000</b>

<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:	\$42,553
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)
Current Bonds Outstanding	<b>\$1,170,000</b>

<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:	\$120,886
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	<b>\$3,763,000</b>

**TURNBULL COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2019 ASSESSMENT RECEIPTS SUMMARY**

TAX ROLL	# UNITS ASSESSED	TOTAL ASSESSED	SERIES 2015A1-2 DEBT ASSESSED	SERIES 2016 DEBT ASSESSED	SERIES 2015B1-2 DEBT ASSESSED	FY19 O&M ASSESSED
CERTIFIED TAX ROLL	959	2,478,962.18	987,239.09	286,504.77	79,069.42	1,126,148.91

TAX ROLL RECEIPTS						
DATE RECEIVED	ST JOHNS CO. DIST.	TOTAL RECEIVED	SERIES 2015A1-2 DEBT RECEIVED	SERIES 2016 DEBT RECEIVED	SERIES 2015B1-2 DEBT RECEIVED	O&M RECEIVED
11/7/2018	1	24,266.28	9,663.97	2,804.56	774.00	11,023.75
11/19/2018	2	66,448.03	26,462.72	7,679.70	2,119.44	30,186.17
11/27/2018	3	105,535.99	42,029.38	12,197.27	3,366.19	47,943.15
12/13/2018	4	541,819.69	215,778.03	62,620.53	17,281.98	246,139.15
12/27/2018	5	253,745.68	101,053.44	29,326.53	8,093.52	115,272.19
1/10/2019	INTEREST	368.32	146.68	42.57	11.75	167.32
1/28/2019	6	1,227,439.07	488,823.85	141,860.64	39,150.61	557,603.97
2/25/2019	7	95,399.32	37,992.49	11,025.73	3,042.87	43,338.23
3/19/2019	8	110,296.51	43,925.25	12,747.46	3,518.04	50,105.76
4/11/2019	INTEREST	4,453.27	1,773.50	514.68	142.04	2,023.05
4/24/2019	9	25,276.76	10,066.39	2,921.35	806.23	11,482.79
6/19/2019	TAX CERTS	13,389.36	5,332.27	1,547.47	427.07	6,082.55
6/24/2019	10 (MAY REC)	22,318.50	8,888.27	2,579.45	711.87	10,138.91
7/16/2019	INTEREST	915.24	364.49	105.78	29.19	415.78
10/29/2019	EXCESS FEES	23,332.47	-	-	-	23,332.47
			-	-	-	-
			-	-	-	-
			-	-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>2,515,004.49</b>	<b>992,300.73</b>	<b>287,973.72</b>	<b>79,474.80</b>	<b>1,155,255.24</b>

<b>PERCENT COLLECTED</b>	<b>101.45%</b>	<b>100.51%</b>	<b>100.51%</b>	<b>100.51%</b>	<b>102.58%</b>
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*C.*

# Turnbull Creek Community Development District

## Check Run Summary

September 30, 2019

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>
<i>Payroll</i>	9/16/19	50650-60653	\$ 738.80
			<u>Subtotal</u> \$ 738.80
<i>General Fund</i>			
<i>Accounts Payable</i>	9/13/19	945-956	\$ 59,790.46
	9/27/19	957-965	\$ 30,205.61
			<u>Subtotal</u> \$ 89,996.07
<b><i>Total</i></b>			<b>\$ 90,734.87</b>

*\*Fedex invoices available upon request.*

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050650	R	PR	09/16/2019	184.70	15	LELAND G CLABOTS
050651	R	PR	09/16/2019	184.70	12	CHARLES A LABANOWSKI
050652	R	PR	09/16/2019	184.70	14	WILLIAM SIMMONS
050653	R	PR	09/16/2019	184.70	13	BRIAN J WING
BANK TOTAL				738.80		
COMPANY TOTAL				738.80		

TURN TURNBULL CREEK BPEREGRINO

# Attendance Sheet

District Name: Turnbull Creek CDD

Board Meeting Date: September 10, 2019

	<b>Name</b>	<b>In Attendance</b>	<b>Fee</b>
1	Brian Wing	<input checked="" type="checkbox"/>	YES - \$200
2	Chris DeIBene	<input type="checkbox"/>	NO
3	William Simmons	<input checked="" type="checkbox"/>	YES - \$200
4	Lee Clabots	<input checked="" type="checkbox"/>	YES - \$200
5	Chuck Labanowski	<input checked="" type="checkbox"/>	YES - \$200

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

Approved for Payment:

  
District Manager Signature

Sep 10, 2019  
Date

**PLEASE RETURN COMPLETED FORM BERNADETTE PEREGRINO**

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/13/19	00054	8/31/19	PW72900	201909 330-57200-49400		SEP REFUSE	*	821.27		
						ADVANCED DISPOSAL			821.27	000945
9/13/19	00277	9/01/19	2419	201909 320-53800-46600		SEP LANDSCAPE MAINTENANCE	*	24,964.41		
						DUVAL LANDSCAPE MAINTENANCE LLC			24,964.41	000946
9/13/19	00277	9/10/19	2688	201909 320-57200-43400		IRRIGATION REPAIRS	*	238.00		
						DUVAL LANDSCAPE MAINTENANCE LLC			238.00	000947
9/13/19	00277	9/11/19	2703	201909 320-57200-43400		IRRIGATION REPAIRS	*	1,330.00		
						DUVAL LANDSCAPE MAINTENANCE LLC			1,330.00	000948
9/13/19	00269	9/02/19	683375	201909 300-15500-10000		10/1/19-12/31/19 MONITOR	*	1,479.00		
						ENVERA			1,479.00	000949
9/13/19	00205	8/30/19	59845	201908 320-53800-46800		AUG LAKE MAINTENANCE	*	1,175.00		
						FUTURE HORIZONS INC			1,175.00	000950
9/13/19	00016	9/01/19	253	201909 310-51300-34000		SEP MANAGEMENT FEES	*	3,750.00		
		9/01/19	253	201909 310-51300-35100		SEP INFORMATION TECH	*	133.33		
		9/01/19	253	201909 310-51300-31300		SEP DISSEMINATION SERVICE	*	83.33		
		9/01/19	253	201909 310-51300-51000		OFFICE SUPPLIES	*	6.25		
		9/01/19	253	201909 310-51300-42000		POSTAGE	*	10.16		
		9/01/19	253	201909 310-51300-42500		COPIES	*	149.70		
		9/01/19	253	201909 310-51300-41000		TELEPHONE	*	6.62		
						GOVERNMENTAL MANAGEMENT SERVICES			4,139.39	000951
9/13/19	00041	9/01/19	13129558	201909 330-57200-46500		SEP POOL MAINTENANCE	*	1,320.85		
		9/01/19	13129558	201909 330-57200-46500		FUEL	*	38.62		
						POOLSURE			1,359.47	000952

TURN TURNBULL CREEK BPEREGRINO

\*\*\* CHECK DATES 09/01/2019 - 09/30/2019 \*\*\*

TURNBULL CREEK CDD  
BANK C TURNBULL HANCOCK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
9/13/19	00004	8/29/19	I0320685	201908	310-51300-48000				*	89.75			
			FY20 MEETING SCHEDULE					THE ST. AUGUSTINE RECORD				89.75	000953
9/13/19	00311	9/01/19	359771	201909	330-57200-34000			SEP FACIL MANAFER SERVICE	*	5,107.08			
		9/01/19	359771	201909	330-57200-34300			SEP FACIL ATTEND SERVICE	*	1,459.17			
		9/01/19	359771	201909	330-57200-34100			SEP FIELD OPERAT SERVICE	*	4,334.58			
		9/01/19	359771	201909	330-57200-46400			SEP POOL MAINTENANCE	*	1,227.42			
		9/01/19	359771	201909	330-57200-34200			SEP JANITORIAL SERVICE	*	755.33			
		9/01/19	359771	201909	330-57200-34800			SEP FACIL MONITOR SERVICE	*	2,394.76			
		9/01/19	359771	201909	330-57200-34400			SEP COMMON GRAUND SERVICE	*	4,120.00			
		9/01/19	359771	201909	320-53800-46700			SEP PET SERVICE	*	1,525.00			
		9/01/19	359771	201909	330-57200-34700			SEP PROGRAM DIRECTOR	*	208.33			
								VESTA PROPERTY SERVICES, INC.			21,131.67	000954	
9/13/19	00302	9/02/19	2458	201908	310-51300-31100			AUG ENGINEERING SERVICES	*	1,312.50			
								YURO & ASSOCIATES, LLC			1,312.50	000955	
9/13/19	00302	9/02/19	2457	201907	310-51300-31100			JUL ENGINEERING SERVICES	*	1,750.00			
								YURO & ASSOCIATES, LLC			1,750.00	000956	
9/27/19	00319	9/10/19	21025	201909	330-57200-64000			RESERVE STUDY PDF REPORT	*	1,100.00			
								DRUEX ISAAC & ASSOCIATES INC			1,100.00	000957	
9/27/19	00103	9/13/19	9641	201909	300-15500-10000			FY20 INSURANCE	*	22,881.00			
								EGIS INSURANCE ADVISORS, LLC			22,881.00	000958	
9/27/19	00015	9/16/19	109907	201908	310-51300-31500			AUG GENERAL COUNSEL	*	3,234.25			
								HOPPING GREEN & SAMS			3,234.25	000959	
9/27/19	00015	9/16/19	109908	201908	310-51300-31500			AUG MONTHLY MEETING	*	1,741.72			
								HOPPING GREEN & SAMS			1,741.72	000960	

TURN TURNBULL CREEK BPEREGRINO



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/27/19	00039	9/10/19	6070751	201909 330-57200-46600		SEP PEST CONTROL	*	110.00		
TURNER PEST CONTROL									110.00	000961
9/27/19	00039	9/10/19	6071544	201909 330-57200-46600		SEP PEST CONTROL	*	75.00		
TURNER PEST CONTROL									75.00	000962
9/27/19	00311	8/31/19	360609	201908 330-57200-63100		BLACK LATEX GLOVES	*	31.08		
8/31/19		360609	201908 330-57200-63100			WIPES/COFEE/BLEACH/BAGS	*	563.67		
8/31/19		360609	201908 330-57200-63100			WATER FOR CDD	*	11.98		
8/31/19		360609	201908 330-57200-51000			CONSTANT CONTRACT	*	70.00		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	8.47		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	11.86		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	15.98		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	24.51		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	32.10		
8/31/19		360609	201908 330-57200-49400			BACK TO SCHOOL SUPPLIES	*	41.99		
VESTA PROPERTY SERVICES, INC.									811.64	000963
9/27/19	00311	9/24/19	360796	201909 330-57200-63100		BILLABLE MILEAGE	*	52.50		
VESTA PROPERTY SERVICES, INC.									52.50	000964
9/27/19	00285	9/12/19	C16950	201909 330-57200-63100		HVAC INSPECTION	*	199.50		
WEATHER ENGINEERS, INC									199.50	000965
TOTAL FOR BANK C								89,996.07		
TOTAL FOR REGISTER								89,996.07		

TURN TURNBULL CREEK BPEREGRINO



**Advanced Disposal**

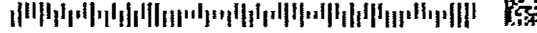
ADVANCED DISPOSAL  
ST JOHNS COUNTY - PW  
7580 PHILIPS HWY  
JACKSONVILLE FL 32256

Pay By Phone: 1-877-720-1583  
Phone PIN: 202002290000

V-571 (e) 1,330,570,494

**RETURN SERVICE REQUESTED**

000402 000000286



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

Advanced Disposal is a company bringing fresh ideas and solutions to a clean environment. How can we further help your business or home become greener and cleaner? Visit us at [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).

Should you have questions about charges, please see the back of this invoice, call your service representative or go to [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).

Thank you for your business!

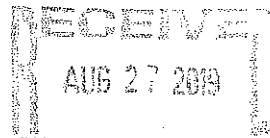
<b>Account Information</b>	
Account Number	PW002229
Site Number	0000
Invoice Date	August 31, 2019
Invoice Number	PW0000072900
<b>Account Summary</b>	
Previous Balance	\$819.13
Payments/Adjustments	-\$819.13
Current Invoice Amount	\$821.27
<b>Amount Due \$821.27</b>	
<b>Due Date Upon Receipt</b>	
<b>Invoice Breakdown</b>	
Current	\$821.27
30 days - past due	\$0.00
60 days - past due	\$0.00
90 days - past due	\$0.00
It's easy being Green... sign up for ebill and auto pay at <a href="http://www.AdvancedDisposal.com/billpay">http://www.AdvancedDisposal.com/billpay</a>	
<b>Contact Us</b>	
(904) 783-7000	
JacksonvilleFL@AdvancedDisposal.com	

<b>Previous Balance</b>		<b>\$819.13</b>
08/15/19	LOCKBOX AUTOMATED	-\$819.13
<b>Payments and Adjustments</b>		<b>-\$819.13</b>

CUSTOMER PO: 0

TURNBULL CREEK CDD (0001)  
100 W POSITANO AVE ST AUGUSTINE, FL

Date	Description	Reference	Qty	Unit Price	Amount
<b>1.00 - 6.00YD:COMM FL TRASH (001)</b>					
08/31/19	TRASH STANDARD SERVICE: 09/01/19-09/30/19		1.00	484.00	484.00
<b>1.00 - 0.50YD:COMM RL RECYCLING SINGLE STREAM (002)</b>					
08/31/19	ENERGY CHARGE-NF	SC64669	1.00	4.94	4.94
08/31/19	ENVIRONMENTALCHARGE- NF	SC64668	1.00	6.58	6.58
08/31/19	TRASH STANDARD SERVICE - NT: 09/01/19-09/30/19		1.00	27.40	27.40
08/31/19	ENERGY CHARGE		1.00	87.31	87.31
08/31/19	ENVIRONMENTAL CHARGE		1.00	116.16	116.16



PW1908201001.txt-803-00000286

**How to Pay Your Bill**

**Online Bill Pay**

Great for regular payments

Visit [www.advanceddisposal.com/billpay](http://www.advanceddisposal.com/billpay) to enroll in online bill pay methods.

With the Advanced Disposal online bill payment system, you are able to:

- Make a one-time payment
- Setup your account for automatic recurring payments

If you would like assistance, please contact us at 1-800-355-2108 and we will be happy to assist you in getting set up.

**Pay by Mail**

Best for sending a regular check

Please mail your check made payable to Advanced Disposal to address listed below.

Please do not send correspondence to this address.

Please assist us by including the remittance portion (the perforated bottom section of your invoice) along with your check or money order to ensure your payment is posted quickly and accurately.

**Pay by Phone**

Good for a one time payment

Call 1-877-720-1583 to make your payment by phone.

To ensure fastest service, please have your Phone PIN ready, which can be found at the top of your invoice.

We accept MasterCard, Visa, American Express and Discover. An automated voice service will process your payment. This option is ideal for making single payments.

PLEASE RETURN THIS PORTION WITH PAYMENT

Printed on recycled paper



ADVANCED DISPOSAL  
ST JOHNS COUNTY - PW  
7580 PHILIPS HWY  
JACKSONVILLE FL 32256

Please Send All Correspondence to Above Address

Please check box for address change and print new address on reverse side.

**Due Date: Upon Receipt**

**Customer Billing Address:**

TURNBULL CREEK CDD

IF PAYING BY CREDIT CARD, FILL OUT BELOW.	CHECK CARD USING FOR PAYMENT
-------------------------------------------	------------------------------

30005-P-0017



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

<b>Account Information</b>	
Account Number	PW002229
Site Number	0000
Invoice Date	August 31, 2019
Invoice Number	PW0000072900

**Current Charges (Continued)**



2

<u>Date</u>	<u>Description</u>	<u>Reference</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
	St Johns South Comm FF		687.47		34.37
	<b>SITE TOTAL</b>				<b>760.76</b>
08/31/19	C ADMIN FEE	SC65465	1.00	7.00	7.00
08/31/19	COMPLIANCE AND BUSINESS IMPACT CHARGE	SC65466	1.00	50.63	50.63
	St Johns South Comm FF		57.63		2.88
	<b>Current Charges Amount Due</b>				<b>\$821.27 \$821.27</b>



Duval Landscape Maintenance  
 7011 Business Park Blvd N  
 Jacksonville, FL 32256  
 www.duvallandscape.com

**INVOICE**

Date	Invoice No.
09/01/19	2419
Terms	Due Date
Net 40	10/11/19

BILL TO
Lourens Erasmus TURNBULL CREEK COMMUNITY DEVELOPMENT DIST Attn: District Manager 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

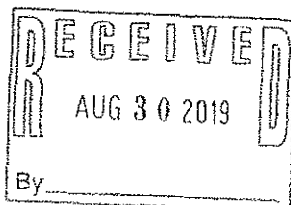
PROPERTY
Murabella 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

Amount Due	PO Number
\$24,964.41	

Please detach top portion and return with your payment.

DESCRIPTION	TOTAL
#240 - Turnbull Creek CDD September 2019	\$24,964.41

Total	\$24,964.41
Payments/Credits	(\$0.00)
Balance Due	\$24,964.41



V 277 ©  
1,320,538.466



Duval Landscape Maintenance  
 7011 Business Park Blvd N  
 Jacksonville, FL 32256  
 www.duvallandscape.com

**INVOICE**

Date	Invoice No.
09/10/19	2688
Terms	Due Date
Due on Receipt	09/10/19

BILL TO
Lourens Erasmus TURNBULL CREEK COMMUNITY DEVELOPMENT DIST Attn: District Manager 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

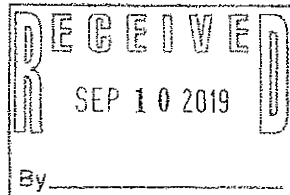
PROPERTY
Murabella 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

Amount Due	PO Number
\$238.00	

Please detach top portion and return with your payment.

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	TOTAL
Mainline sept 19 2862					
Irrigation Service/Repairs					\$238.00
Irrigation Labor (Labor)	Hr	2.00	\$100.00	\$200.00	
Misc Irrigation Parts & Fittings (Material)	Dollars	1.00	\$20.00	\$20.00	
Pipe (Material)	4"	8.00	\$2.25	\$18.00	

Total	\$238.00
Payments/Credits	(\$0.00)
Balance Due	\$238.00



1-32-572-434  
 277



Duval Landscape Maintenance  
 7011 Business Park Blvd N  
 Jacksonville, FL 32256  
 www.duvallandscape.com

**INVOICE**

Date	Invoice No.
09/11/19	2703
Terms	Due Date
Due on Receipt	09/11/19

BILL TO
Lourens Erasmus TURNBULL CREEK COMMUNITY DEVELOPMENT DIST Attn: District Manager 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

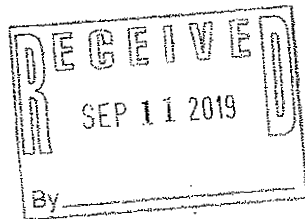
PROPERTY
Murabella 475 WEST TOWN PLACE, SUITE #114 ST. AUGUSTINE, FL 32092

Amount Due	PO Number
\$1,330.00	

Please detach top portion and return with your payment.

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	TOTAL
Palazzo Controller 2433					
<b>Irrigation Service/Repairs</b>					<b>\$1,330.00</b>
Hunter ICC 2 Controller (Material)	each	1.00	\$400.00	\$400.00	
Hunter ICC 2 Module 8 Station Controller (Material)	each	4.00	\$200.00	\$800.00	
Irrigation Labor (Labor)	Hr	2.00	\$65.00	\$130.00	

Total	\$1,330.00
Payments/Credits	(\$0.00)
<b>Balance Due</b>	<b>\$1,330.00</b>



1.32.572.434  
 277

**Envera**  
 8281 Blaikie Court  
 Sarasota, FL 34240  
 (941) 556-0743

<b>Invoice</b>	
Invoice Number <b>683375</b>	Date <b>09/02/2019</b>
Customer Number <b>400208</b>	Due Date <b>10/01/2019</b>

Page 1

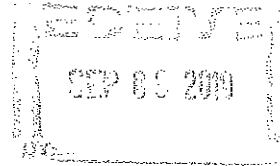
Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
Murabella	400208		683375	10/01/2019
Quantity	Description	Rate	Amount	
20 683375 001 1 14960	Murabella, 3970 Pacetti Rd, Saint Augustine, FL 3.00 Cctv Video Monitoring 10/01/2019 - 12/31/2019 Sales Tax Payments/Credits Applied	493.00	1,479.00	0.00 0.00
			<b>Invoice Balance Due:</b>	<b>\$1,479.00</b>

**IMPORTANT MESSAGES**

Important Numbers to Know:

Billing Questions: (941) 556-0743  
 Service: (941) 556-0734

1-300-155-100  
 269



Date	Invoice #	Description	Amount	Balance Due
09/02/2019	683375	Alarm Monitoring Services	\$1,479.00	\$1,479.00

**Envera**  
 8281 Blaikie Court  
 Sarasota, FL 34240  
 (941) 556-0743

Return Service Requested

<b>Invoice</b>	
Invoice Number <b>683375</b>	Date <b>09/02/2019</b>
Customer Number <b>400208</b>	Due Date <b>10/01/2019</b>

**Net Due: \$1,479.00**

**Amount Enclosed: \_\_\_\_\_**

\*\*\*\*\*MIXED AADC 440 8123 1 MB 0.428  
 007977  
 MURABELLA  
 C/O TURNBULL CREEK CDD  
 475 W TOWN PL STE 114  
 SAINT AUGUSTINE FL 32092-3649

REMIT TO:

ENVERA  
 PO BOX 2086  
 HICKSVILLE NY 11802-2086



14960  
 1  
 001  
 683375  
 20

**Future Horizons, Inc.**

403 North First Street  
 P O Box 1115  
 Hastings, FL 32145-1115

**INVOICE**

Invoice Number: 59845  
 Invoice Date: Aug 30, 2019  
 Page: 1

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

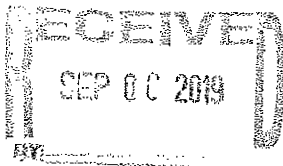
1-32-538-468  
 205

<b>Bill To:</b>
Turnbull Creek CDD c/o GMS, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32145

<b>Ship to:</b>
Aquatic Weed Control Services

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
Turnbull01	Per Contract	Net 45 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	Hand Deliver		10/14/19

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services within Turnbull creek for the month of August, 2019	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.



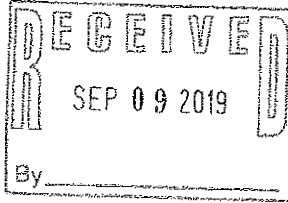
**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston TN 37763

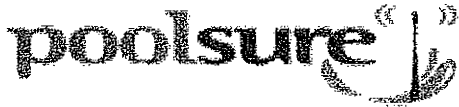
**Invoice**

Invoice #: 253  
Invoice Date: 9/1/19  
Due Date: 9/1/19  
Case:  
P.O. Number:

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



Description	Hours/Qty	Rate	Amount
Management Fees - September 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - September 2019 1-31-513-351		133.33	133.33
Dissemination Agent Services - September 2019 1-31-513-313		83.33	83.33
Office Supplies 1-31-513-51		6.25	6.25
Postage 1-31-513-42 16		10.16	10.16
Copies 1-31-513-425		149.70	149.70
Telephone 1-31-513-41		6.62	6.62
<b>Total</b>			<b>\$4,139.39</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,139.39</b>



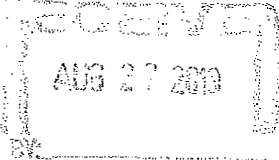
1707 Townhurst Dr.  
Houston TX 77043  
(800) 856-POOL (7665)  
www.poolsure.com

# Invoice

Date 9/1/2019  
Invoice # 131295588016

Terms	Net 20
Due Date	9/21/2019
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	1,320.85
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
<p>V-41 (C) 1,330.572, 46X</p> 				

**Total** 1,359.47  
**Amount Due** \$1,359.47

### Remittance Slip

Customer  
13MUR100  
Invoice #  
131295588016

Amount Due \$1,359.47  
Amount Paid \_\_\_\_\_

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

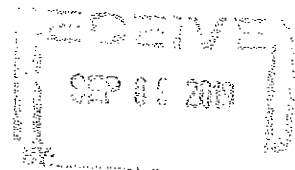


131295588016



Questions on this invoice call:  
(866) 470-7133 Option 2

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
08/04		Balance Forward						\$190.95	
08/22	P99146	Payment - Lockbox 937						-\$190.95	
08/29 08/29	I03206851-08292019	NOTICE OF MEETINGS	SA St Augustine Record	1.00 x 5.0000	5	1	\$8.98	\$44.90	
08/29 08/29	I03206851-08292019	NOTICE OF MEETINGS	SA St Aug Record Online	1.00 x 5.0000	5	1	\$8.97	\$44.85	
PREVIOUS AMOUNT OWED:				\$190.95					
NEW CHARGES THIS PERIOD:				\$89.75					
CASH THIS PERIOD:				(\$190.95)					
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					
We appreciate your business.									



1-31-513-48  
4

**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	
	\$89.75		\$0.00	\$0.00	\$0.00	\$0.00		\$89.75	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			08/05/2019 - 09/01/2019		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			
		08/05/2019 - 09/01/2019				TURNBULL CREEK CDD/MURA BELLA/			
COMPANY		23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3			TERMS OF PAYMENT	
SA 7			\$89.75	\$0.00				NET 15 DAYS	
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS				
	\$89.75		\$0.00	\$0.00	\$0.00				
4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
			09/01/2019		18409		18409		0000054305

8 BILLING ACCOUNT NAME AND ADDRESS

8 REMITTANCE ADDRESS



8 - 2640

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

Thu, Aug 29, 2019  
9:49:22AM

Legal Ad Invoice

# The St. Augustine Record

Send Payments to:  
The St. Augusting Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**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:** 0003206851-01  
**Start:** 08/29/2019  
**Placement:** SA Legals  
**Copy Line:** NOTICE OF MEETINGS TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

**Caller:** Sarah Sweeting  
**Issues:** 1  
**Rep:** Melissa Rhinehart

**Paytype:** BILL  
**Stop:** 08/29/2019

**Lines** 59  
**Depth** 5.00  
**Columns** 1  
  
**Price** \$89.75

**NOTICE OF MEETINGS  
TURNBULL CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT**

The Board of Supervisors of the Turnbull Creek Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2020 at the Murbella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092 at 6:30 p.m. on the second Tuesday of each month as follows:

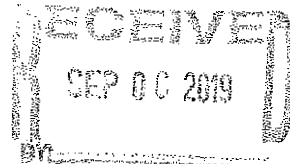
- November 12, 2019
- January 14, 2020
- March 10, 2020
- May 12, 2020 (budget approval)
- June 9, 2020
- August 11, 2020 (budget adoption)
- September 8, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for each meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meetings is advised that person will need a record of the 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  
Manager  
0003206851 August 29, 2019



THE ST. AUGUSTINE RECORD  
Affidavit of Publication

TURNBULL CREEK CDD/MURA BELLA/  
475 W TOWN PLACE  
ROOM 114  
SAINT AUGUSTINE, FL 32092

ACCT: 18409  
AD# 0003206851-01  
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

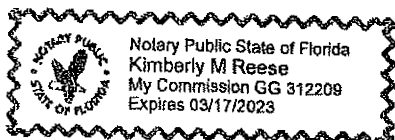
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of NOTICE OF MEETINGS was published in said newspaper on 08/29/2019.

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.

Sworn to and subscribed before me this AUG 29 2019  
by Melissa Rhinehart who is personally known to me  
or who has produced as identification

Kimberly M Reese  
(Signature of Notary Public)



NOTICE OF MEETINGS  
TURNBULL CREEK  
COMMUNITY  
DEVELOPMENT DISTRICT

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- November 12, 2019
- January 14, 2020
- March 10, 2020
- May 12, 2020 (budget approval)
- June 9, 2020
- August 11, 2020 (budget adoption)
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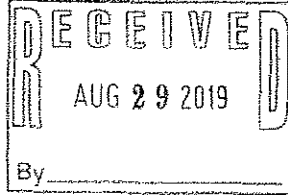
Ernesto Torres  
Manager  
0003206851 August 29, 2019



Invoice

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

Invoice # 359771  
Date 9/1/2019  
Terms Net 30  
Due Date 10/1/2019  
Memo Sept 2019 Fees



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

Description	Quantity	Rate	Amount
Facility Manager Services for Turnbull Creek C.D.D. Amenity Center	1	5,107.08	5,107.08
Facility Attendants Services for Turnbull Creek C.D.D. Amenity Center	1	1,459.17	1,459.17
Field Operations Manager Services for Turnbull Creek C.D.D. Amenity Center	1	4,334.58	4,334.58
Pool Maintenance Services for Turnbull Creek C.D.D. Amenity Center	1	1,227.42	1,227.42
Janitorial Services for Turnbull Creek C.D.D. Amenity Center	1	755.33	755.33
Facility Monitor Services for Turnbull Creek C.D.D. Amenity Center	1	2,394.76	2,394.76
Common Grounds & Facility Services for Turnbull Creek C.D.D. Amenity Center	1	4,120.00	4,120.00
Pet-Waste Station Management	1	1,525.00	1,525.00
Program Director	1	208.33	208.33

Thank you for your business.

Total \$21,131.67

V-311 (C)



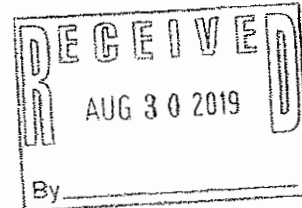
**Yuro  
&  
Associates, LLC**

Engineering/Permitting  
Development Services  
Property Management  
Construction Management  
ADA Consulting

# Invoice

Date	Invoice #
9/2/19	2458

<b>Bill To</b>
Turnbull Creek EDD Attn: Dave Nagy Governmental Management Services



P.O. No

Yuro & Assoc. - Job No.
Y16-377

Item	Date	Description	Hours	Rate	Amount
		August 2019 Engineering Services			
Turnbull Creek...	8/5/19	yearly engineers inspection & report	4	125.00	500.00
Turnbull Creek...	8/8/19	conference call & review Caribaldi drainage	1	125.00	125.00
Turnbull Creek...	8/12/19	meet with Ernesto & resident at Caribaldi way	1.5	125.00	187.50
Turnbull Creek...	8/13/19	prepare for & attend EDD meeting	1.5	125.00	187.50
Turnbull Creek...	8/16/19	Coordinate with JC regarding sidewalk & crosswalk & roundabout	1	125.00	125.00
Turnbull Creek...	8/22/19	prepare survey & request exhibit & contact multiple surveyors	1	125.00	125.00
Turnbull Creek...	8/27/19	coordinate with surveyors regarding topog request	0.5	125.00	62.50

V-302 (C)  
1,310.573.311

<b>Total</b>	<b>\$1,312.50</b>
--------------	-------------------

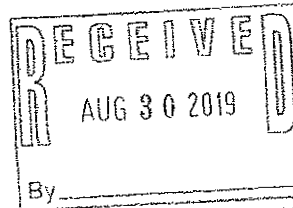


Engineering & Permitting  
 Development Services  
 Property Management  
 Construction Management  
 ADA Consulting

# Invoice

Date	Invoice #
9/2/19	2457

<b>Bill To</b>
Turnbull-Creek-CDD Attn: Dave deNagy Governmental Management Services



P.O. No

Yuro & Assoc. - Job No.
Y16-377

Item	Date	Description	Hours	Rate	Amount
		July-2019--Engineering-Services			
Turnbull-Cree...	7/1/19	Facilities-Report	4	125.00	500.00
Turnbull-Cree...	7/3/19	Facilities-Report	4	125.00	500.00
Turnbull-Cree...	7/9/19	Facilities-Report	4	125.00	500.00
Turnbull-Cree...	7/10/19	Facilities-Report	2	125.00	250.00
		V-302 (C) 1,310.573.311			
<b>Total</b>					<b>\$1,750.00</b>



Dreux Isaac & Associates, Inc.  
10151 University Boulevard, Suite 323  
Orlando, Florida 32817

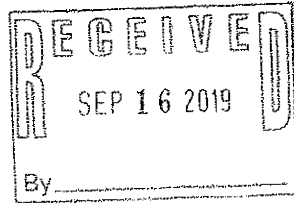
<b>DATE</b>	<b>INVOICE #</b>
9/10/2019	21025

**MAIL TO :**

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

**JOB/CLIENT :**

Turnbull Creek Community Development  
101 East Positano Avenue  
St. Augustine, FL 32092



**TERMS**

**JOB #**

Due on receipt

1947

DESCRIPTION	AMOUNT
Reserve Study Update Report - Pdf Copy  <i>(C) V-319</i> <i>1,330.572.640</i>	1,100.00
<b>NOTE:</b>  <i>Payment due and payable on receipt of this initial invoice.</i>	

Make Checks Payable to:  
Dreux Isaac & Associates, Inc.  
10151 University Boulevard, Suite 323  
Orlando, FL 32817

<b>Total</b>	\$1,100.00
<b>Balance Due</b>	\$1,100.00

To contact us please call (800) 866-9876 or (407) 695-5226  
or Fax (407) 695-3865.



# INVOICE

Customer	Turnbull Creek Community Development District
Acct #	297
Date	09/13/2019
Customer Service	Kristina Rudez
Page	1 of 1

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

Payment Information	
Invoice Summary	\$ 22,881.00
Payment Amount	
Payment for	Invoice#9641
100119555	

Thank You

Please detach and return with payment



Customer: Turnbull Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
9641	10/01/2019	Renew policy	Policy #100119555 10/01/2019-10/01/2020 Florida Insurance Alliance GL,POL,ELPI,EBL,HNO - Renew policy Due Date: 9/13/2019  <i>V-103 (C)</i> <i>1,300,155,1000</i>  <b>RECEIVED</b> SEP 16 2019 By _____	22,881.00
<b>Total</b>				\$ 22,881.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021		09/13/2019
Chicago, IL 60689-4002	scllmer@egisadvisors.com	

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

V-15 (c)  
1,310,513,315

===== STATEMENT =====

September 16, 2019

Turnbull Creek CDD  
Governmental Management Services, LLC  
c/o District Manager  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 109907  
Billed through 08/31/2019

**General Counsel**  
**TURNBL 00001 JLK**



**FOR PROFESSIONAL SERVICES RENDERED**

08/01/19	JLK	Review/edit and disseminate resolution ratifying interim rule and updated composite policies related to same; confer with DM office on agenda documents.	1.10 hrs
08/01/19	LMG	Transmit resolution to staff for inclusion in agenda.	0.20 hrs
08/02/19	JLK	Conference call with chairman and DM on agenda and questions related to amenity policies; update policies related to same and research regulation provisions; confer with DM's office on final agenda materials.	1.10 hrs
08/07/19	JLK	Review agenda package and begin meeting preparations.	0.60 hrs
08/08/19	JLK	Conference call regarding drainage issues; review property description on same.	0.50 hrs
08/12/19	JLK	Agenda memorandum prep with Eckert; call with district manager regarding tree presentation, drainage issues identification, security, county ADA questions, ACS schedule and RMS review tool; summary of same; redline policies and disseminate same.	2.10 hrs
08/13/19	JLK	Review follow up from meeting and commence research and drafting related to same.	0.30 hrs
08/14/19	JLK	Multiple calls with board members regarding survey and performance measures/interviewing; confer with DM on same; provide summary of same.	1.40 hrs
08/15/19	JLK	Draft summary of outlining requirements to multiple board members; confer regarding notice of amenity rule changes and dissemination of language related to same; conference call with DM regarding various CDD issues.	1.30 hrs
08/21/19	JLK	Review resident inquiry; confer with DM on same.	0.40 hrs
08/22/19	JLK	Confer with DM regarding resident conflict e-mails; confer with board members regarding interview schedules and prohibition with same.	1.10 hrs
08/23/19	JLK	Conference call with chair and DM regarding various CDD issues; review RMS agreement and confer regarding addendum to same; review and respond to	1.40 hrs

records request; review conflict questions and disseminate information on same; confer regarding status of pond issues and policies related to same.

08/30/19	JLK	Research and revise rules of procedure; review memorandum to district regarding same.	0.20 hrs
08/30/19	JLK	Review meeting agenda correspondence and alcohol policy; confer regarding insurance and transmit the same.	0.50 hrs

Total fees for this matter	\$3,163.00
----------------------------	------------

**DISBURSEMENTS**

Document Reproduction	71.25
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Total disbursements for this matter	\$71.25
-------------------------------------	---------

**MATTER SUMMARY**

Kilinski, Jennifer L.	12.00 hrs	260 /hr	\$3,120.00
Gentry, Lauren M.	0.20 hrs	215 /hr	\$43.00

TOTAL FEES	\$3,163.00
------------	------------

TOTAL DISBURSEMENTS	\$71.25
---------------------	---------

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$3,234.25</b>
--------------------------------------	-------------------

**BILLING SUMMARY**

Kilinski, Jennifer L.	12.00 hrs	260 /hr	\$3,120.00
Gentry, Lauren M.	0.20 hrs	215 /hr	\$43.00

TOTAL FEES	\$3,163.00
------------	------------

TOTAL DISBURSEMENTS	\$71.25
---------------------	---------

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$3,234.25</b>
------------------------------------	-------------------

**Please include the bill number on your check.**

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

*1-15 ©*  
*1,310,513,215*

===== STATEMENT =====

September 16, 2019

Turnbull Creek CDD  
Governmental Management Services, LLC  
c/o District Manager  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 109908  
Billed through 08/31/2019

RECEIVED  
SEP 16 2019

**Monthly Meeting**

**TURNBL 00101 JLK**

**FOR PROFESSIONAL SERVICES RENDERED**

08/12/19	MCE	Prepare for board meeting.	
08/13/19	MCE	Prepare for, travel to and attend board meeting; return travel; meeting follow-up.	
08/14/19	MCE	Follow-up from board meeting.	
08/27/19	MCE	Review draft meeting minutes.	
Total fees for this matter			\$1,500.00

**DISBURSEMENTS**

Travel	222.72
Travel - Meals	19.00
Total disbursements for this matter	\$241.72

**MATTER SUMMARY**

TOTAL FEES	\$1,500.00
TOTAL DISBURSEMENTS	\$241.72
<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,741.72</b>

**BILLING SUMMARY**

TOTAL FEES	\$1,500.00
TOTAL DISBURSEMENTS	\$241.72
<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,741.72</b>

**Please include the bill number on your check.**

# Service Slip/Invoice



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
 904-355-5300 • Fax: 904-353-3499 • Toll Free: 800-225-5305  
 www.turnerpest.com

INVOICE: 6070751  
 DATE: 9/10/2019  
 ORDER: 6070751

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
9/10/2019	11:39 AM			11:39 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	9/10/2019		12:11 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	110.00
		<b>SUBTOTAL \$110.00</b>
		<b>TAX \$0.00</b>
		<b>AMT. PAID \$0.00</b>
		<b>TOTAL \$110.00</b>
		<b>AMOUNT DUE \$110.00</b>

RECEIVED  
 SEP 12 2019

V. B. G. (C) 1,330,572,466

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  
 904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305  
 www.turnerpest.com

# Service Slip/Invoice

INVOICE: 6071544  
 DATE: 9/10/2019  
 ORDER: 6071544

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
9/10/2019	11:39 AM			11:39 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	9/10/2019		12:11 PM



Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	75.00
		<b>SUBTOTAL \$75.00</b>
		<b>TAX \$0.00</b>
		<b>AMT. PAID \$0.00</b>
		<b>TOTAL \$75.00</b>
		<b>AMOUNT DUE \$75.00</b>

RECEIVED  
 SEP 12 2019

*[Handwritten Signature]*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

V-39 ©  
 1,330,572.466

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.

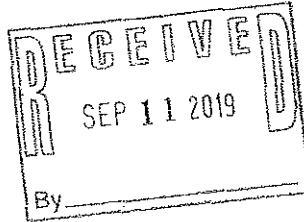


Invoice

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

Invoice # 360609  
Date 8/31/2019  
Terms Net 30  
Due Date 9/30/2019  
Memo Pass Thru August

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



Description	Amount	Balance
Billable Expenses		
Black latex gloves RR	31.08	
Clorox wipes, AA battery, fabulouso, coffee, creamer, bleach, air freshner, trash bsgs, towels, and toilet paper RR	563.67	
L. Erasmus - Publix; Water for CDD meeting RR	11.98	
M. Insel - Constant Contact; Constant Contact receipt OS	70.00	
K. Sargent - Publix; Back to School Event Supplies SE	8.47	
K. Sargent - Publix; Back to School Event Supplies SE	11.86	
K. Sargent - Dollar Tree; Back to School Event Supplies SE	15.98	
K. Sargent - Walmart; Back to School Event Supplies SE	24.51	
K. Sargent - Five Below; Back to School Event Supplies SE	32.10	
K. Sargent - Publix; Back to School Event Supplies SE	41.99	
Total Billable Expenses	811.64	

Total \$811.64

V-311 (C)

OS 1,330,572.570  
RR 1,330,572.681  
SE 1,330,572.494





INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/24/19	ATL 1821005	8055502670
PLEASE PAY BY	TERMS	AMOUNT DUE
9/23/19	Net 30 Days	594.75

# INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1070818

Ship to Account: MURABELLA

VESTA PROPERTY SERVICES  
 CHEYENNE BARDHOFF  
 245 RIVERSIDE AVE  
 STE 250  
 JACKSONVILLE, FL 32202

TURNBULL CREEK MIRA BELLA  
 ATTN: MARK INSEL  
 101 W POSITANO AVE  
 SAINT AUGUSTINE, FL 32092

P O Number :  
 P O Desc :  
 Release :  
 Release Desc :

Invoice Number: 3422999238  
 Order : 7223782956-000-002  
 Ordered By : MARK INSEL  
 Order Date : 8/20/19

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
13	708975	ADENNA PHANTM LTX GLVS L/32916 FACILITIES: BILLABLE	2		0 BX	2	14.59	29.18
Freight:		.00	Tax:( 6.5000 %)		1.90	Sub-Total:		29.18
							Total:	31.08



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/24/19	ATL 1821005	8055502670
PLEASE PAY BY	TERMS	AMOUNT DUE
9/23/19	Net 30 Days	594.75

# INVOICE DETAIL

staples

Federal ID #:04-3390816

Bill to Account: 1070818

Ship to Account: MURABELLA

VESTA PROPERTY SERVICES  
 CHEYENNE GARDROFF  
 245 RIVERSIDE AVE  
 STE 250  
 JACKSONVILLE, FL 32202

TURNBOLL CREEK MORA BELLA  
 ATTN: MARK INSEL  
 101 W POSITANO AVE  
 SAINT AUGUSTINE, FL 32092

P O Number :  
 P O Desc :  
 Release :  
 Release Desc :

Invoice Number: 3422999237  
 Order : 7223782956-000-001  
 Ordered By : MARK INSEL  
 Order Date : 8/20/19

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	369657	CLOROX WIPES VALUE PK 3/35CT FACILITIES: BILLABLE	2		0 PK	2	8.63	17.26
2	2452743	HANDLING FEE TAXABLE FACILITIES: BILLABLE	2		0 PK	2	.99	1.98
3	703715	BATTERY AA ALKALINE 20PK FACILITIES: BILLABLE	1		0 PK	1	20.49	20.49
4	648595	FABULOSO ALL PURPOSE CLEANER FACILITIES: BILLABLE	2		0 EA	2	12.59	25.18
5	1684921	FOLGERS CLASSIC ROAST 30.5 OZ FACILITIES: BILLABLE	2		0 EA	2	9.99	19.98
6	331271	ULTRALUX PLATES 8 1/2IN PATH FACILITIES: BILLABLE	1		0 CT	1	49.59	49.59
7	470743	COFFEEMATE CREAMER 50CT FACILITIES: BILLABLE	1		0 BX	1	7.79	7.79
8	951359	CLOROX LIQ BLEACH CLN LIN 64OZ FACILITIES: BILLABLE	6		0 EA	6	7.59	45.54
9	2452743	HANDLING FEE TAXABLE FACILITIES: BILLABLE	6		0 EA	6	.99	5.94



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/24/19	ATL 1821005	8055502670
PLEASE PAY BY	TERMS	AMOUNT DUE
9/23/19	Net 30 Days	594.75

# INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1070810

Ship to Account: MURABELLA

VESTA PROPERTY SERVICES  
 CHEYBONE BARDROFF  
 245 RIVERSIDE AVE  
 STE 250  
 JACKSONVILLE, FL 32202

TURNBULL CREEK MURA BELLA  
 ATTN: MARK INSEL  
 101 W POSITANO AVE  
 SAINT AUGUSTINE, FL 32092

P O Number :  
 P O Desc :  
 Release :  
 Release Desc :

Invoice Number: 3422999237  
 Order : 7223782956-000-001  
 Ordered By : MARK INSEL  
 Order Date : 8/20/19

Order Line	Item Number	Description	Order Qty	B/D Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
10	2728769	AIR DOWNY APRIL FRSH 8.80Z 2PK FACILITIES: BILLABLE	3		0 PK	3	6.49	19.47
11	790212	LINERS CAN RECYCLED 56GAL BK FACILITIES: BILLABLE	2		0 CT	2	70.29	140.58
12	722986	SOFPULL PREM CENTERPULL TOWELS FACILITIES: BILLABLE	1		0 CT	1	53.89	53.89
14	491292	TOWEL CFOLD 2400/CT WE FACILITIES: BILLABLE	2		0 CT	2	30.49	60.98
15	821618	PPR TISSUE BATH 2PLY WHITE 605 FACILITIES: BILLABLE	1		0 CT	1	62.29	62.29
Freight:		.00	Tax:( 6.5000 %)		32.71	Sub-Total:		530.96
						Total:		563.67

# Publix

Shoppers at Morabella  
84 Tuscan Way  
Saint Augustine, FL 32092  
Store Manager: Kevin Carline  
904-940-2889

AQUAFINA WATER	5.99	F
AQUAFINA WATER	5.99	F
AQUAFINA WATER	5.99	F
Promotion	-5.99	F
Order Total	11.98	
Sales Tax	0.00	
Grand Total	11.98	
Credit	Payment	11.98
Change		0.00

### Savings Summary

Special Price Savings	5.99
*****	
Your Savings at Publix	5.99
*****	

### PRESTO!

Trace #: 050310  
Reference #: 1510462275  
Acct #: XXXXXX XXXX2966  
Purchase American Express  
Amount: \$11.98  
Auth #: 811078

CREDIT CARD	PURCHASE
600000025016001	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your Cashier was Anita P.

08/13/2019 11:52 51239 R105 0257 10268

Explore the many ways to save at Publix.  
View bargains at [publix.com/savestyle](http://publix.com/savestyle)

Publix Super Markets, Inc.

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



**Payment Receipt**  
for August 24, 2019

Vesta  
Attn.: ASG ASG Vesta Properties  
245 Riverside Ave. Suite 250  
Jacksonville, FL 32202  
US  
904-940-1157

**Today's Date:** August 24, 2019  
**Payment Date:** August 24, 2019  
**Payment Method:** American Express

**User Name:** murabella1

Thank you for your payment!

Description	Amount Paid
Payment - Credit Card	\$70.00

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

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

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

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

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

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

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <http://www.constantcontact.com/help>.

# Publix

Shoppes at Murabella  
84 Tuscan Way  
Saint Augustine, FL 32092  
Store Manager: Kevin Carline  
904-940-2889

EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T

Order Total	7.95	
Sales Tax	0.52	
Grand Total	8.47	
Credit	Payment	8.47
Charge		0.00

PRESTO!  
Trace #: 515914  
Reference #: 1483606146  
Acct #: XXXXXXXXX1042  
Purchase American Express  
Amount: \$8.47  
Auth #: 813727

CREDIT CARD	PURCHASE
A00000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Sandra H.

08/18/2019 12:28 51239 R151 6632 00445

Explore the many ways to save at Publix.  
View bargains at [publix.com/savingsstyle](http://publix.com/savingsstyle)

Publix Super Markets, Inc.

# Publix

Shoppes at Murabella  
84 Tuscan Way  
Saint Augustine, FL 32092  
Store Manager: Kevin Carine  
904-940-2889

EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T
EZ ROUND CAKE PAN	1.59 T

Order Total	11.13	
Sales Tax	0.73	
Grand Total	11.86	
Credit	Payment	11.86
Change	0.00	

PRESTO!  
Trace #: 087778  
Reference #: 1512928545  
Acct #: XXXXXXXXXXXX1042  
Purchase American Express  
Amount: \$11.86  
Auth #: 640010

CREDIT CARD	PURCHASE
ADD0000025010301	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Molly

08/14/2019 13:21 S1239 R106 8121 C0121

Explore the many ways to save at Publix.  
View bargains at [publix.com/savingstyle](http://publix.com/savingstyle)

Publix Super Markets, Inc.

# DOLLAR TREE

Store# 7693 (904) 417-9040  
 675 Durbin Pavilion Dr  
 #102  
 St Johns FL 32259-0000

DESCRIPTION	QTY	PRICE	TOTAL
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
MISC st.00	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T
LADIES SHORT SLEEVE TSHIRTS	1	1.00	1.00T

Sub Total \$15.00  
 SALES TAX \$0.96  
 Total \$15.96  
 AMERICAN EXPRESS \$15.96  
 \*\*\*\*\*1042 Approved  
 Purchase Chip  
 Auth/Trace Number: 815829/015889  
 Chip Card AID: A00000025010801  
 Mode: Issuer

=====

NOW SHOP ON-LINE AT DOLLARTREE.COM

\*\*\*\*\*

\* WE VALUE YOUR OPINION! \*

\* Please provide your feedback at \*

\* [www.dollartreefeedback.com](http://www.dollartreefeedback.com) \*

\*Receive chances to win \$1,000 daily plus\*

\* Instant prizes valued at \$1,500 weekly \*

\* or by calling 1-877-368-2540. \*

\* For complete rules, eligibility and sweepstakes \*

\* period and previous winners please visit \*

\* [www.dollartreefeedback.com](http://www.dollartreefeedback.com) \*

\* No purchase/survey required to enter. \*

\* Sweepstakes sponsored by Enpathica, Inc. \*

\* across multiple international clients. \*

\* Survey Code: 0479 0028 5136 0108 \*

\* \*

\* We will gladly exchange any unopened item \*

\* with original receipt. We do not offer refunds. \*

\*\*\*\*\*

0528 07693 01 011 26501667 07/14/19 11:16  
 Sales Associate: Nancy



See back of receipt for your chance  
to win \$1000! ID #: 7NGVYXB1QBW



904 417 9688 Mr: BOBBI JO SMITH  
845 DUBBIN PAVILION DR  
ST. JOHNS, FL 32259

ST# 00928 OP# 009030 TL# 30 TR# 06480  
FOIL PANS 007472910040 0.98 X  
FOIL PANS 007472910040 0.98 X  
FOIL PANS 007472910040 0.98 X  
FOIL PANS 007472910040 0.98 X  
FOIL PANS 007472910040 0.98 X

16 BLACKBWL 079357190034  
18 AI 1 FOR 1.00 18.00 X

SUBTOTAL 22.90  
TAX 1 6.500 % 1.50  
PIF 0.500 % 0.11  
TOTAL 24.51  
AMEX TFNO 24.51

AMERICAN EXPRESS \*\*\* XXXX \*\*\*1 042 I 0

APPROVAL # 813082  
REF # 000100301982  
TRANS ID 007246418033975  
AID 000000025010801  
IC 320543A881F6AA8  
TERMINAL # SC010057

\*NO SIGNATURE REQUIRED  
08/14/19 12:46:41  
CHANGE DUE 0.00

PIF Notice

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

# ITEMS SOLD 23  
ICH 5241 7212 5078 4236 618



THANK YOU FOR SHOPPING WITH US  
08/14/19 12:46:41

\*\*\*CUSTOMER COPY\*\*\*

Scan with Walmart app to save receipts



# **FIVE BELOW**

**fivebelow.com**

06017 DURBIN PARK ST JOHN  
675 DURBIN PAVILION DR  
ST JOHNS, FL 32259

## SALE

192234021774 14IN MESH SOCCER BAL	\$5.00T
1 @ \$5.00	
192234021774 14IN MESH SOCCER BAL	\$5.00T
1 @ \$5.00	
765940905739 BUBBLE POP SLIMYGLOO	\$5.00T
1 @ \$5.00	
192234025741 HELLO LED TT LIGHT	\$5.00T
1 @ \$5.00	
192234028063 GLITTER LAMP BTS19	\$5.00T
1 @ \$5.00	
193052001337 BUNCH O BALLOONS LAU	\$5.00T
1 @ \$5.00	

Subtotal	\$30.00
Sales Tax 7.000%	\$2.10

Total \$32.10

American Express \$32.10

Card No. XXXXXXXXXXXX1042  
Expiration Date XX/XX  
Auth. No. 896215

Signature Verified

ENTRY METHOD: Chip Read

CHIP IND: CONTACT

ATD: A00000025010801

APPL: AMERICAN EXPRESS

TVR: 0800008000

TSI: F800

IAD: 0646010360A800

ARC: 00

CVM: SIGNATURE

MCDE: ISSUER

Please Retain for Your Records

Store: 06017 Reg: 02 Tran: 023701  
Date: 8/14/2019 12:30:27 PM Assoc: 111111

Item(s) Sold: 6

Item(s) Returned: 0

Unopened or defective merchandise may be exchanged within 14 days. With a receipt we'll refund in the original form of payment. Without a receipt we'll refund on a Gift Card.

Thank You For Shopping!

!!!WIN!!!

Register to win \$100 Gift Card by taking

# Publix

Shoppes at Murabella  
84 Tuscan Way  
Saint Augustine, FL 32092  
Store Manager: Kevin Carine  
904-940-2889

EZ ROUND CAKE PAN	1.59	T
EZ ROUND CAKE PAN	1.59	T
EZ ROUND CAKE PAN	1.59	T
EZ ROUND CAKE PAN	1.59	T
EZ ROUND CAKE PAN	1.59	T
PUBLIX WHPD CRM HV	3.99	F
PUBLIX WHPD CRM LT	3.99	F
PUBLIX WHPD CRM HV	3.99	F
BC SPRINKLS CAROUSE	5.59	F
PUBLIX WHPD CRM LT	3.99	F
PUBLIX WHPD CRM LT	3.99	F
PUBLIX WHPD CRM LT	3.99	F
PUBLIX WHPD CRM HV	3.99	F

Order Total	41.47	
Sales Tax	0.52	
Grand Total	41.99	
Credit	Payment	41.99
Change	0.00	

PRESTO!  
Trace #: 06777  
Reference #: 1512927191  
Acct #: XXXXXXXXXX1042  
Purchase American Express  
Amount: \$41.99  
Auth #: 852704

CREDIT CARD	PURCHASE
A00000025010861	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Molly

08/14/2019 13:20 S1239 K108 8120 C0121

Explore the many ways to save at Publix.  
View bargains at [publix.com/savingstyle](http://publix.com/savingstyle)

Publix Super Markets, Inc.

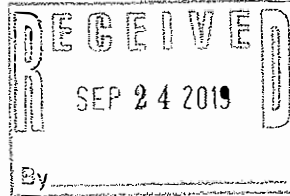


**Invoice**

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

Invoice # 360796  
Date 9/24/2019  
Terms Net 30  
Due Date 10/24/2019  
Memo Billable Mileage

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



Description	Quantity	Rate	Amount
Billable Mileage	1		52.50

**Total** \$52.50

V-311 ©

1,330,572,631

**BILLABLE Mileage Report**

Name: Lourans Erasmus		Date: 9/17/19	Community: Markland	
<b>Date</b>	<b>Purpose</b>	<b>Location (From)</b>	<b>Destination (To)</b>	<b>BILLABLE Mileage</b>
9/17	Pick up of benches	Markland	Atlantic Powder Coating	35
		Atlantic Powder Coating	Markland	35
<b>Total Miles</b>				<b>70</b>
<b>IRS Reimbursement Rate</b>				<b>\$0.750</b>
<b>Total Expense</b>				<b>\$52.50</b>

Save Doc as:

Billable Mileage/ Employee Name/ Month  
 Example: Billable Mileage BobWhite, 7-18

Process through Paycom as "billable" and Save to server in mileage folder  
 Separate communities by using the tabs below. Change name of tab to the appropriate community name  
 Updated 2/28/19



**Weather Engineers, Inc.**  
 PO Box 37068  
 Jacksonville, FL 32236  
 Phone: (904) 356-3963  
 Fax: (904) 356-4969  
 www.weatherengineers.com  
 CAC041190  
 Tax ID: 59-3076169

# Invoice

Number	Date
C16950	09/12/19

**BILL TO: #29005**

**MURABELLA COMMUNITY CENTER**  
  
 101 W. POSITANO AVENUE  
 ST. AUGUSTINE, FL 32092

**SERVICE PERFORMED AT:**

**MURABELLA COMMUNITY CENTER**  
 101 W. POSITANO AVENUE  
 ST. AUGUSTINE, FL 32092

Site Number: 29005-001

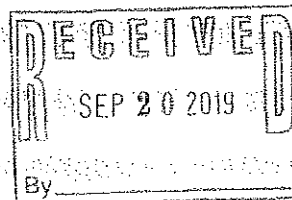
Return this portion with payment      Amount Paid: \_\_\_\_\_

Invoice Date	Customer #	P.O. Number	Salesman	Terms	Contract #
09/12/19	29005			30	SA001

**DESCRIPTION**

Service Date: 9/11/19

Performed an inspection on your HVAC equipment as per agreement.



V-285 (C)

1,530,572.681

**TOTAL : \$ 199.50**

We are an equal opportunity employer and do not discriminate against applicants due to race, ethnicity, gender, veterans status, or on the basis of disability or any other federal, state or local protected class. THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5 (A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.