

TURNBULL CREEK
Community Development District

May 11, 2021

AGENDA

Turnbull Creek Community Development District

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

May 4, 2021

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, May 11, 2021 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. Public Comments
- III. Staff Reports
 - A. Landscape Manager (*Presenter: Duval Landscape*)
 1. Discussion of Berm Conditions
 - B. Engineer (*Presenter: JMT*)
 1. Update of Topographic Survey
 2. Consideration of Scope for Pond Bank Repairs
- IV. Consideration of Resolution 2021-02, Approving the Proposed Budget for Fiscal Year 2022 and Setting a Public Hearing Date for Adoption
- V. Update Regarding Proposals for Landscape and Irrigation Maintenance
- VI. Consideration of Easement Improvements Policy (Presenter: Jennifer Kilinski)

- VII. Consideration of Agreement with The Fighting Turtles Swim Team (*Presenter: Jennifer Kilinski*)
- VIII. Discussion of Traffic Calming Study (*Presenter: Ernesto Torres*)
- IX. Discussion of Staff Interaction to Resident Complaints (*Presenter: Ernesto Torres*)
- X. Staff Reports (Part 2)
 - A. Attorney (*Presenter: Jennifer Kilinski*)
 - B. Manager – Report on the Number of Registered Voters (2,181) (*Presenter: Ernesto Torres*)
 - C. Operation Manager – (*Presenter: Jerry Lambert*)
 - 1. Memorandum
 - 2. Field Operations Manager Picture Report
 - 3. Duval Audit Reports
 - 4. Consideration of Playground Mulch
 - 5. Tennis Court Fence Proposal
 - 6. Consideration of Playground Drinking Fountain
 - 7. Hoover Pump Rain Gage Proposal
 - 8. Consideration of Grass Seeding
 - 9. Dog Station Locations
 - D. Amenity Center Update (*Presenter: Erick Hutchinson*)
- XI. Supervisor's Requests and Public Comments
- XII. Approval of Consent Agenda (*Presenter: Ernesto Torres*)
 - A. Approval of Minutes of the March 9, 2021 Meeting
 - B. Balance Sheet as of April 30, 2021 and Statement of Revenues & Expenditures for the Period Ending April 30, 2021; Month-to-Month Income Statement; Assessment Receipt Schedule
 - C. Approval of Check Register

- D. Ratification of Agreement with Clarson & Associates for Professional Topographical Surveying Services
- E. Ratification of Agreement with The Joy of Tennis Academy
- F. Ratification of Memorandum of Understanding with St. Johns County Property Appraiser

XIII. Adjournment (*Next Scheduled Meeting – June 8, 2021 @ 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
District Manager

THIRD ORDER OF BUSINESS

A.



South Side of Property
Picture Taken 4/12/21



Berm Between Palazzo Circle
Picture Taken 4/12/21

A photograph of a dense forest scene. In the foreground, there is a grassy area with some dry leaves and pine needles. The middle ground is filled with lush green trees and bushes. Spanish moss is visible hanging from the branches of the trees. The background shows more trees and a clear blue sky. The text "East Side of Pescara" and "Picture Taken 4/12/21" is overlaid in red on the right side of the image.

East Side of Pescara
Picture Taken 4/12/21



Berm behind residents property
Picture taken 4/12/2021



Bern South Side of Property
Picture Taken on 4/12/21

A photograph of a grassy slope with a dirt path and tree stumps. The path is a light-colored, sandy trail that runs diagonally across the frame. To the right of the path, there are several tree stumps, indicating recent removal. The background is filled with dense green trees and foliage. The foreground is covered in grass, dry leaves, and small plants.

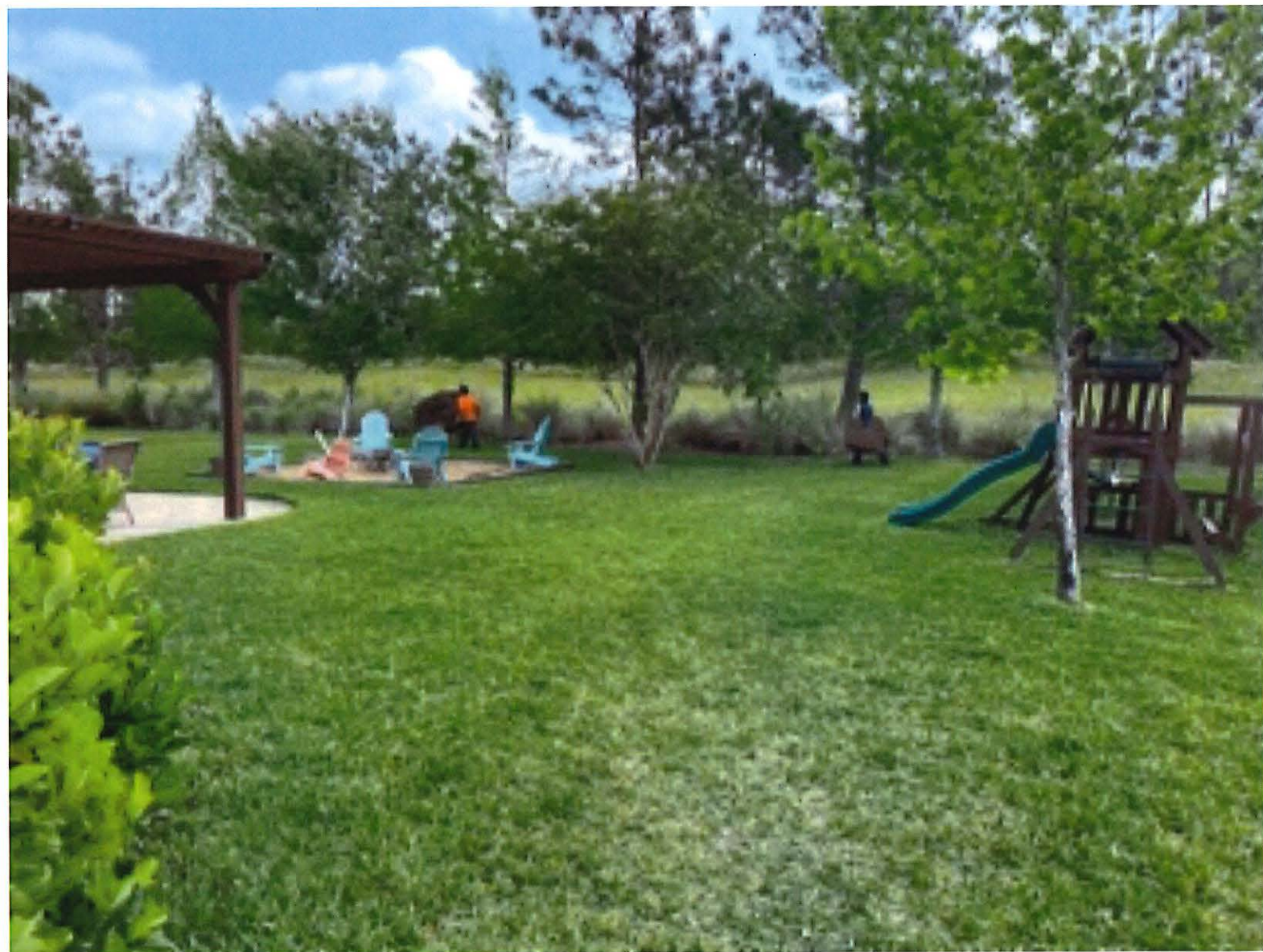
Berm on Southside
Picture taken 4/12/21

A gravel path leads from the foreground into a wooded area. The path is covered in shadows from the surrounding trees. In the background, a white fence and a house with a grey roof are visible through the trees. The foreground is filled with dry pine needles and some green grass.

West Side of Soccer Field
Picture Taken 4/12/21



East Side of Pescara
Picture Taken 4/12/21













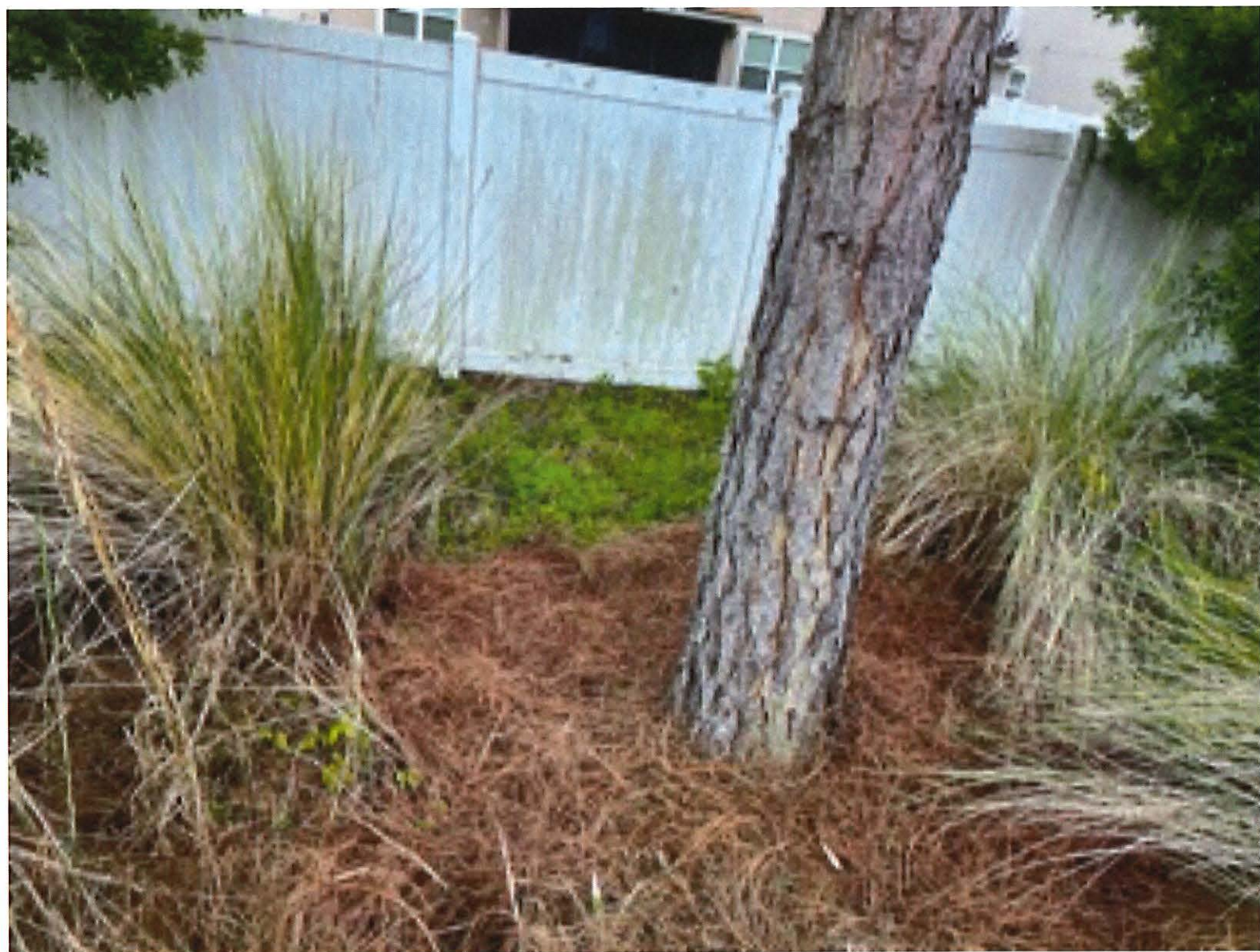


















































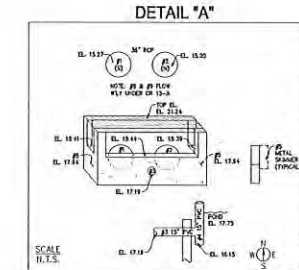


B.

1.

MAP SHOWING TOPOGRAPHIC & TREE SURVEY OF

A PORTION OF TRACT "D" AND TRACT "O" AS SHOWN MAPABELLA UNIT FIVE, AS RECORDED IN MAP BOOK 58 PAGES 93 THROUGH 100 AND A PORTION OF MAPABELLA UNIT ONE, AS RECORDED IN MAP BOOK 51 PAGE 16 THROUGH 42 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



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CERTIFIED TO:
TOWN OF CREEK COMMUNITY DEVELOPMENT DISTRICT

- THE ASSURED:
1. BEHAVIOR SHOWN THEREUPON BASED ON NORTH AMERICAN DATUM (NAD 83) EAST ZONE (100)
 2. ELEVATION SHOWN PLUS 10.00 AND ADJUSTED TO NORTH AMERICAN DATUM OF 1988 (NA 88)
 3. INTERIOR MONUMENTS
 4. THIS IS AN ADJACENT SURVEY ONLY. NO UNDERGROUND INFORMATION LOCATED OR SHOWN.
 5. MONUMENTS SHOWN HEREON LOCATED BY OWNERS AND PROVIDED BY CLIENT IN A CAD FILE SET IN STATE PLANE COORDINATES.
 6. THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN THE ZONE "D" AS SHOWN FROM THE RECORD HEREON AND NOT ADJACENT TO THE ZONE "O" AS SHOWN FROM THE RECORD HEREON. THE RECORD HEREON IS NOT VALID FOR ANY OTHER PURPOSES.
 7. THE SURVEY HEREON IS LIMITED ONLY TO THE MONUMENTS SHOWN AND TO THE INFORMATION SHOWN.
 8. LANDS SHOWN HEREON WERE NOT INTERFERED BY THIS OFFICE FOR MONUMENTS, ELEVATIONS OR OTHER INSTRUMENTS OF RECORD.



Surveyed and Prepared By:
RICHARD P. CLARSON AND ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Wilda Avenue, Jacksonville, FL 32209
Phone: 904.396.2623 Website: clarson.com

I hereby certify that this survey, performed under my responsible supervision, was conducted in accordance with the Florida Statutes and the Florida Board of Professional Surveyors and Mappers. I am a duly Licensed Professional Surveyor and Mapper, State of Florida, License No. 1000. I am not aware of any other persons who have been involved in this survey. I am not aware of any other persons who have been involved in this survey. I am not aware of any other persons who have been involved in this survey.

Survey Scale: 1"=400' Date of Survey: 10/10/10 Project No.: 1000
Field Day: 10/10/10 Drawn By: J.A. Project No.: 1000

Florida Surveying in Jacksonville and Northeast Florida since 1952 -
WILLIAM D. HUNTER
REGISTERED PROFESSIONAL SURVEYOR

2.

Turnbull Creek CDD

Future Pond Repair

Cost Estimate

High Priority

	Location	Cost Estimate
1.)	305 Porta Rosa Circle / 309 Porta Rosa Circle	\$11,000
2.)	1889 South Cappero Drive / 1893 South Cappero Drive	\$11,000
3.)	1883 South Cappero Drive / 1889 South Cappero Drive	\$11,000
4.)	1869 South Cappero / 1875 South Cappero Drive	\$11,000
5.)	1857 South Cappero Drive / 1861 South Cappero Drive	\$11,000
6.)	1851 South Cappero Drive / 1857 South Cappero Drive	\$11,000
7.)	1913 Amalfi Court / 1917 Amalfi Court	\$11,000
8.)	1925 Amalfi Court	\$11,000
9.)	1925 Amalfi Court / 1929 Amalfi Court	\$11,000
10.)	1929 Amalfi Court / 1933 Amalfi Court	\$11,000
11.)	2116 South Sorrento Hills Road / 2124 South Sorrento Hills Road	\$11,000
12.)	2128 South Sorrento Hills Road / 2132 South Sorrento Hills Road	\$11,000
13.)	2132 South Sorrento Hills Road / 2136 South Sorrento Hills Road	\$11,000
14.)	2140 South Sorrento Hills Road / 2144 South Sorrento Hills Road	\$11,000
Total		\$154,000

Lower Priority

	Location	Cost Estimate
1.)	312 North Bellagio Drive / 304 North Bellagio Drive	\$6,000
2.)	260 South Bellagio Drive /	\$6,000
3.)	204 South Bellagio Drive / 109 East Franchettalane	\$6,000
4.)	220 South Bellagio Drive / 228 South Bellagio Drive	\$6,000
5.)	1876 South Cappero Drive / 1880 South Cappero Drive	\$6,000
6.)	321 Porta Rosa Circle / 325 Porta Rosa Circle	\$6,000
7.)	343 Porta Rosa Circle / 347 Porta Rosa Circle	\$6,000
8.)	1889 South Cappero Drive /	\$6,000
9.)	1937 Amalfi Court /	\$6,000
10.)	1937 Amalfi Court / 1940 Amalfi Court	\$6,000
11.)	1916 Amalfi Court / 1920 Amalfi Court	\$6,000
12.)	163 East Positano Avenue / 167 East Positano Avenue	\$6,000
13.)	187 East Positano Avenue /	\$6,000
14.)	2112 South Sorrento Hills Road / 2116 South Sorrento Hills Road	\$6,000
15.)	2116 South Sorrento Hill Road /	\$6,000
16.)	2144 South Sorrento Hills Road / 2148 South Sorrento Hills Road	\$6,000
Total		\$84,000



April 26, 2021

Turnbull Creek Community Development District
Board of Supervisors
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: Pond 11 Bank Repair Scope and Fee
JMT Job No. 20-02086-001

Dear Mr. Delbene:

Johnson, Mirmiran & Thompson (JMT) is pleased to submit the following scope and fee estimate in response to the CDD request for repairs to the "Pond 11" slopes. This pond is bordered by Amalfi Court, S Cappero Drive, E Positano Ave, and S Sorrento Hills Road. At the Board's request, JMT performed a site inspection on 4/8/2021.

To obtain a quote for the requested pond repairs, we need to prepare a basic site plan and detail to be able to solicit bids. This is the most expeditious way for us to provide you with an accurate estimate; the plan will ensure that the quotes from contractors are for the same scope of work. This effort will take approximately 20 hours for JMT to complete (resulting in fees of approximately \$3,500). Please authorize this work at your earliest opportunity.

If you have any questions or need further information, please do not hesitate to contact me at 904-476-9571 or jevert@jmt.com.

Respectfully submitted,

JOHNSON, MIRMIRAN & THOMPSON, INC.

Jason Evert
Senior Associate

Enclosure: Pond Bank Regrading and Stabilization Options memorandum



TURNBULL CREEK POND BANK EROSION

A site inspection was performed the week of April 5, 2021 to observe Pond 11 bank condition at the Turnbull Creek Subdivision. Herein is a discussion of the erosion issues for the CDD's review and consideration. Once a final decision on the conceptual approach is made, JMT will proceed with developing a site plan and scope, so that multiple, accurate bids can be obtained.

POND BANK EROSION CAUSES



POINT DISCHARGES OF STORMWATER

A point discharge is a concentration of stormwater runoff that causes erosion in a small area. Examples of point discharges are roof gutters and runoff between buildings. These concentrations may create channels that concentrate and accelerate the water flow causing increased erosion.

FLUCTUATING WATER LEVELS

Water levels fluctuate between wet and dry seasons. Sodded banks erode over time when sod dies, and the bare soil is exposed to wave action and sheet flow of stormwater runoff.



EROSION CONTROL OPTIONS

Erosion can be prevented by armoring the banks with structural, vegetative, or a combination of methods. One option is to regrade the bank to the permitted slope and replant with appropriate littoral plantings. Structural improvements may include such methods as rock riprap, geo web, and textile tubes/sox. When choosing an erosion control method, consideration should be given to:

- Pond access requirements
- Slope/depth of existing banks
- Subsurface conditions
- Aesthetic criteria
- Cost and budget



EMBANKMENT WITH SOFT ARMORING: After re-grading the pond bank with a sandy-clay material to restore original design slope, the bank is protected with a polymer treatment and then further protected with a bristle coir erosion control mat and sod.



Estimated cost: \$40.00 to \$50.00 per linear foot.



EMBANKMENT WITH SOFT ARMORING AND LITTORAL SHELF PLANTINGS: This method includes all improvements discussed in the previous section. In addition to those improvements, suitable plants are placed in the littoral shelf to provide further erosion control protection as the root systems mature.



Estimated cost: \$40.00 to \$50.00 per linear foot plus cost of selected plants.



GEOWEB CELLULAR CONFINEMENT SYSTEM: The Geoweb system consists of high-density polyethylene (HDPE) strips that are ultrasonically welded to provide honeycomb-shaped panels. Infilling of the Geoweb cells below the mean high waterline with stone is recommended for applications where standing water over long durations hinders vegetation growth or when higher velocities are encountered than the vegetation can handle. The cells above the mean high waterline can then be filled with existing onsite fill and sodded. The open area cell walls provide for lateral drainage of excessive ground and surface water and allow for root lock-up in the vegetated system. Root lock-up occurs when roots grow from cell-to-cell, creating a more stable mass of vegetation. A medium weight nonwoven geotextile should be installed under the Geoweb system for further enhancement of root lock-up and for separation of the infill material to be used below the waterline.



Estimated cost: \$65.00 to \$75.00 per linear foot (excluding the cost of any imported infill required, selected vegetation material or any other special site conditions that may apply).



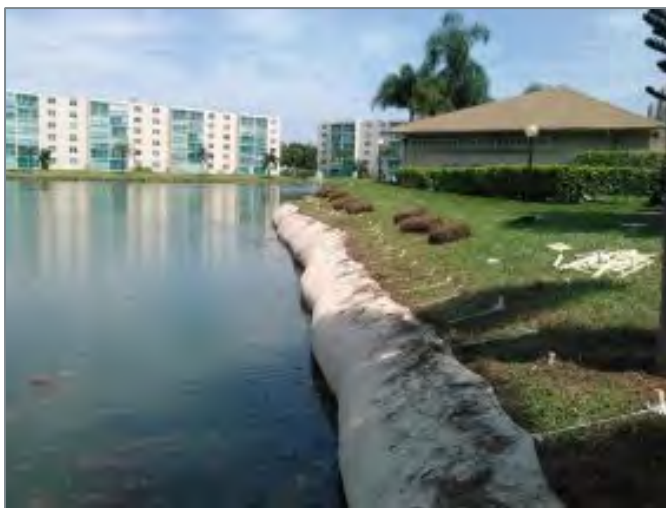
RIPRAP REVETMENT: A riprap revetment consists of layered, various-sized rocks placed on a graded and stabilized sloping bank over a geotextile fabric. The variance in size and the rough angular surfaces of the rock allow the revetment to absorb the impact of the flowing water instead of deflecting the flow which could cause erosion to an adjacent bank area. The rough angular surfaces of the broken rocks allow them to fit together to form a dense layer of protection over the eroding bank.



Estimated cost: \$90.00 to \$100.00 per linear foot.



SHORESOF: The SHORESOF containment system is a bioengineered “living system” developed to immediately halt soil erosion and stabilize shorelines while providing a strong foundation for revegetation. The patented approach uses 6-foot-wide strips of burlap mesh that are stuffed with inexpensive locally sourced organic material. The fabric gets folded in half to form a tube (or sock) and is staked into the ground employing a subsurface anchoring system that attaches to the intact shore bank. Sod or deep-rooted native aquatic plants can then be planted directly atop the fabric, which further binds the organic material to the shoreline. The fabric itself eventually disintegrates.



Estimated cost: \$50.00 to \$70.00 per linear foot.



COMPARISON MATRIX FOR EROSION CONTROL OPTIONS

	EMBANKMENT WITH SOFT ARMORING	EMBANKMENT WITH SOFT ARMORING AND LITTORAL PLANTINGS	GEOWEB CONTAINMENT SYSTEM	RIPRAP REVETMENT	SHORESOFX CONTAINMENT SYSTEM
ADVANTAGES	Matches original bank	Matches original bank Dissipates wave action Improves water quality Encourages wildlife	Matches original bank Dissipates wave action Long term solution	Longevity Dissipates wave action Little maintenance	Matches original bank Dissipates wave action Long term solution Filters and buffers runoff Anchors to shore bank
DISADVANTAGES	Construction equipment impact Not recommended for high energy erosion Herbicides may kill vegetation	Construction equipment impact Herbicides may kill vegetation	Construction equipment impact Some maintenance required	Aesthetics Access/tripping hazard May trap debris Construction equipment impact	No direct knowledge of product use in bank stabilization
ESTIMATED COST	\$40 to \$50/linear foot	\$40 to \$50/linear foot Plus cost of plants	\$65 to \$75/linear foot	\$90 to \$100/linear foot	\$50 to \$70 /linear foot



RECOMMENDATION

Based on our observations and experience with the application of the above listed stabilization options, JMT is ready to work with the District to determine the most suitable and cost-effective shore stabilization solution. Many of the addresses where erosion has been identified are adjacent or near to each other, so we recommend stabilizing the entire pond bank in these areas using one of the shore stabilization solutions. Based on our experience, we recommend using the Geoweb Containment System to achieve a long-term erosion solution and mitigate detachments. The pond bank lengths that cover all the identified high priority bank erosion locations are approximately 2,225 feet and 595 feet for a total of 2,820 feet. The potential cost will range between \$112,800 and \$282,000 depending on the selected solution.

Though we do not recommend stabilizing small sections of pond bank (“patches”) because of the tendency for future bank failure in adjacent locations, the Geoweb Containment System will be the most appropriate solution if the District proceeds with that stabilization approach.



FOURTH ORDER OF BUSINESS

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Turnbull Creek Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 10, 2021

HOOR: 6:30 P.M.

LOCATION: Murabella Amenity Center
101 Positano Avenue
St. Augustine, Florida 32092

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF MAY 2021.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

Exhibit A

Fiscal Year 2021/2022 Proposed Budget

Turnbull Creek

Community Development District



Proposed Budget

Fiscal Year 2022

May 11, 2021



Turnbull Creek
Community Development District

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General Fund

<i>Summary of Revenues and Expenditures</i>	<i>Page 1-2</i>
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Debt Service Fund Budget

<i>Series 2015A1-A2</i>	<i>Page 11-13</i>
<i>Series 2015B1-B2</i>	<i>Page 14-16</i>
<i>Series 2016</i>	<i>Page 17-18</i>

<u><i>Capital Reserve Fund Budget</i></u>	<i>Page 19</i>
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Turnbull Creek Community Development District
General Fund - Budget

Description	Adopted Budget FY 2021	Actual 3/31/21	Next 6 Months	Projected 9/30/21	Proposed Budget FY 2022
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Revenues

Maintenance Assessments	\$1,126,149	\$1,091,857	\$34,292	\$1,126,149	\$1,126,149
Interest/Miscellaneous	\$2,000	\$11,296	\$736	\$12,032	\$2,000
Amenities Revenue	\$3,000	\$2,098	\$1,526	\$3,624	\$3,000
Carry Forward Surplus	\$61,853	\$0	\$34,798	\$34,798	\$99,413

Total Revenues	\$1,193,002	\$1,105,251	\$71,351	\$1,176,602	\$1,230,562
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Expenditures

Administrative

Supervisor Fees	\$5,600	\$3,200	\$3,200	\$6,400	\$5,600
FICA Expense	\$428	\$245	\$245	\$490	\$428
Engineering (Yuro)	\$13,000	\$2,000	\$11,000	\$13,000	\$13,000
Arbitrage (Grau)	\$2,400	\$0	\$2,400	\$2,400	\$2,400
Dissemination (GMS & Disclosure Services)	\$2,850	\$1,200	\$1,000	\$2,200	\$2,850
Trustee (US Bank)	\$14,620	\$3,631	\$10,259	\$13,890	\$14,620
Attorney (HGS)	\$47,000	\$19,740	\$27,260	\$47,000	\$47,000
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Annual Audit (BTEGF)	\$3,525	\$0	\$3,745	\$3,745	\$3,745
Management Fees (GMS)	\$45,000	\$22,500	\$22,500	\$45,000	\$46,800
Information Technology (GMS)	\$1,600	\$800	\$800	\$1,600	\$1,800
Telephone	\$450	\$780	\$700	\$1,480	\$1,000
Postage	\$800	\$359	\$441	\$800	\$800
Printing & Binding	\$1,800	\$158	\$1,642	\$1,800	\$1,800
Insurance (FIA)	\$9,035	\$8,625	\$0	\$8,625	\$9,488
Legal Advertising	\$1,400	\$296	\$1,104	\$1,400	\$1,400
Other Current Charges	\$1,000	\$515	\$485	\$1,000	\$1,000
Office Supplies	\$170	\$9	\$50	\$59	\$170
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Maintenance	\$1,200	\$600	\$600	\$1,200	\$1,200

Total Administrative Expenses	\$157,053	\$69,833	\$87,430	\$157,263	\$160,276
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Amenity Center

Insurance (FIA)	\$16,134	\$14,485	\$0	\$14,485	\$25,421
Pest Control (Turner Pest Control)	\$3,123	\$1,138	\$1,769	\$2,906	\$3,123
Repairs & Replacements	\$36,000	\$29,799	\$17,001	\$46,800	\$36,000
Recreational Passes	\$800	\$235	\$200	\$435	\$800
Office Supplies	\$1,100	\$1,331	\$500	\$1,831	\$1,800
Other Current Charges	\$540	\$270	\$270	\$540	\$540
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,657	\$350	\$2,007	\$2,000

Utilities

Water & Sewer (STCUD)	\$10,900	\$5,595	\$5,537	\$11,132	\$12,000
Electric (FPL)	\$36,000	\$13,155	\$15,600	\$28,755	\$36,000
Telephone/Cable/Internet (Comcast)	\$3,800	\$1,856	\$1,830	\$3,686	\$3,800

Turnbull Creek Community Development District
General Fund - Budget

Description	Adopted Budget FY 2021	Actual 3/31/21	Next 6 Months	Projected 9/30/21	Proposed Budget FY 2022
<i>Management Contracts</i>					
<i>Lifeguards/Pool Monitors (RMS)</i>	\$31,245	\$2,549	\$22,451	\$25,000	\$33,312
<i>Facility Monitor (RMS)</i>	\$24,200	\$11,751	\$11,751	\$23,502	\$25,581
<i>Facility Management (RMS)</i>	\$61,000	\$30,500	\$30,500	\$61,000	\$64,481
<i>Facility Attendants (RMS)</i>	\$16,200	\$5,256	\$10,944	\$16,200	\$17,124
<i>Field Operations (RMS)</i>	\$51,259	\$25,629	\$25,629	\$51,259	\$54,184
<i>Amenity Manager (RMS)</i>	\$49,000	\$24,500	\$24,500	\$49,000	\$51,796
<i>Pool Maintenance (RMS)</i>	\$14,317	\$6,950	\$6,950	\$13,900	\$14,317
<i>Pool Chemicals (PoolSure)</i>	\$13,524	\$4,275	\$8,395	\$12,669	\$13,524
<i>Janitorial Services (RMS)</i>	\$9,064	\$4,400	\$4,400	\$8,800	\$9,064
<i>Common Area Waste Collection (RMS)</i>	\$18,300	\$9,150	\$9,150	\$18,300	\$19,344
<i>Program Director (RMS)</i>	\$2,575	\$1,287	\$1,287	\$2,575	\$2,722
<i>Refuse Service (Waste Management)</i>	\$9,840	\$5,401	\$5,711	\$11,112	\$11,424
<i>Security (Envera)</i>	\$6,409	\$2,958	\$2,958	\$5,916	\$6,409
<i>Special Events</i>	\$9,000	\$1,509	\$7,491	\$9,000	\$9,000
<i>Holiday Decorations</i>	\$2,000	\$3,380	\$0	\$3,380	\$3,400
<i>Pressure Washing</i>	\$0	\$2,950	\$0	\$2,950	\$3,000
Total Amenity Center Expenses	\$428,330	\$211,966	\$215,174	\$427,140	\$460,167
<i>Grounds Maintenance</i>					
<i>Streetlighting (FPL)</i>	\$38,000	\$19,275	\$19,292	\$38,567	\$40,500
<i>Lake Maintenance (Future Horizons)</i>	\$14,100	\$7,050	\$7,050	\$14,100	\$14,100
<i>Landscape Maintenance (Duval Landscape)</i>	\$308,700	\$152,034	\$152,034	\$304,068	\$308,700
<i>Landscape Contingency</i>	\$28,000	\$13,645	\$6,000	\$19,645	\$28,000
<i>Irrigation Repairs</i>	\$6,000	\$0	\$3,000	\$3,000	\$6,000
Total Grounds Maintenance Expenses	\$394,800	\$192,004	\$187,376	\$379,380	\$397,300
<i>Reserves</i>					
<i>Capital Reserves</i>	\$212,819	\$0	\$212,819	\$212,819	\$212,819
Total Reserve Expenses	\$212,819	\$0	\$212,819	\$212,819	\$212,819
TOTAL EXPENDITURES	\$1,193,002	\$473,804	\$702,799	\$1,176,602	\$1,230,562
EXCESS REVENUES / (EXPENDITURES)	\$0	\$631,447	-\$631,447	\$0	\$0

	FY 2021	FY 2022
<i>Net Assessments</i>	\$ 1,126,149	\$ 1,126,149
<i>Add: Discounts & Collections</i>	\$ 71,848	\$ 71,848
<i>Gross Assessments</i>	\$ 1,197,997	\$ 1,197,997
<i>Lots:</i>		
<i>Phase I Lots</i>	740	740
<i>Phase II Lots</i>	219	219
<i>Total Lots</i>	959	959
<i>Per Lot Assessment</i>	\$ 1,249.22	\$ 1,249.22

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

REVENUES:

Maintenance Assessments

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

Interest Income

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

Miscellaneous

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

Amenities Revenues

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

EXPENDITURES:

Administrative:

Supervisor Fees

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

FICA Expense

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

Engineering

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

Arbitrage

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Dissemination Agent

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

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

Trustee

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

Attorney

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

Tax Roll Assessments

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

Annual Audit

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

Management Fees

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

Information Technology

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

Telephone

Telephone and fax machine

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Postage

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

Printing & Binding

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

Insurance (General Liability)

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Website Compliance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Amenity Center:

Insurance (Property)

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Pest Control

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

Repair & Replacements

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

Recreational Passes

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

Office Supplies

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

Other Current Charges

Any unanticipated cost to the Amenity Center.

Permit Fees/Licenses

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

Water & Sewer

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

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
515577-114371	101 W Positano Ave - Water	\$ 346	\$ 4,152
532445-124596	123 E Franchetta Dr - Water	\$ 35	\$ 420
532445-124406	4106 Messina Dr - Water	\$ 35	\$ 420
532445-124405	168 Toscana Ln	\$ 35	\$ 420
515577-114371	101 W Positano Ave - Sewer	\$ 363	\$ 4,356
532445-124596	123 E Franchetta Dr - Sewer	\$ 40	\$ 480
	Contingency	\$ 146	\$ 1,752
	Total	\$ 1,000	\$ 12,000

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Electric

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

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
9623601409	100 Terrancia Dr # Light	\$ 40	\$ 480
9561370132	100 W Positano Ave	\$ 40	\$ 480
5841524282	111 W Positano Ave # Kiosk	\$ 30	\$ 360
8189715355	168 Toscana Lane	\$ 86	\$ 1,032
2781798307	5085 State Road 16 # Light	\$ 34	\$ 408
5191830404	5335 San Giaconio	\$ 15	\$ 180
6555783429	5335 State Rd 16 #1	\$ 34	\$ 408
5907098254	90 E Franchetta Ln # Light	\$ 15	\$ 180
2722888282	101 W Positano Ave	\$ 2,200	\$ 26,400
6889119035	101 W Positano Ave #1	\$ 335	\$ 4,020
	Contingency	\$ 171	\$ 2,052
	Total	\$ 3,000	\$ 36,000

Telephone/Cable/Internet

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

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

Lifeguards/Pool Monitors

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	2,776.00	33,312

Facility Monitor

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	2,131.75	25,581

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Facility Management

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	5,373.42	64,481

Facility Attendants

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	1,427.00	17,124

Field Operations

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	4,515.33	54,184

Facility Maintenance

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	4,316.33	51,796

Pool Maintenance

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

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

Pool Chemicals

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

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Janitorial Services

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	755	9,064

Common Area Waste Collection

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$1,612	\$19,344

Program Director

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$227	\$2,722

Refuse Service

Garbage disposal service is with Waste Management.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Advance Disposal	952	11,424

Security

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Envera	534	6,409

Special Events

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

Holiday Decorations

Represents cost for rental and installation of holiday decorations and lighting for entry monuments and amenity center.

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2022

Ground Maintenance:

Streetlighting

The District street lighting cost for the community supplied by FPL.

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
2298893591	W Bonaventure Way	\$ 3,200	\$ 38,400
4217317033	Verona Way	\$ 90	\$ 1,080
	Contingency	\$ 85	\$ 1,020
	Total	\$ 3,375	\$ 40,500

Lake Maintenance

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

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

Landscape Maintenance

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

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

Landscape Contingency

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

Irrigation Repairs

Any miscellaneous irrigation repairs and maintenance incurred by the District.

Capital Reserves

Future funding needed for the upkeep of Turnbull Creek infrastructure.

Turnbull Creek

Community Development District

Debt Service Fund

Series 2015 A1 and A2

<i>Description</i>	<i>Adopted Budget FY 2021</i>	<i>Actual 3/31/21</i>	<i>Next 6 Months</i>	<i>Projected 9/30/21</i>	<i>Proposed Budget FY 2022</i>
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Revenues

<i>Carry Forward Surplus (1)</i>	\$235,202	\$236,650	\$0	\$236,650	\$226,078
<i>Interest Income</i>	\$5,000	\$138	\$130	\$268	\$250
<i>Assessments</i>	\$985,875	\$955,854	\$30,021	\$985,875	\$985,875

<i>Total Revenues</i>	\$1,226,077	\$1,192,642	\$30,151	\$1,222,793	\$1,212,202
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Expenditures

Series 2015 A-1

<i>Interest 11/1</i>	\$172,176	\$172,176	\$0	\$172,176	\$165,978
<i>Interest 5/1</i>	\$172,176	\$0	\$172,176	\$172,176	\$165,978
<i>Principal 5/1</i>	\$435,000	\$0	\$435,000	\$435,000	\$445,000
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0	\$0

Series 2015 A-2

<i>Interest 11/1</i>	\$51,181	\$51,181	\$0	\$51,181	\$48,450
<i>Interest 5/1</i>	\$51,181	\$0	\$51,181	\$51,181	\$48,450
<i>Principal 5/1</i>	\$100,000	\$0	\$100,000	\$100,000	\$105,000
<i>Special Call 5/1</i>	\$0	\$0	\$15,000	\$15,000	\$0

<i>Total Expenditures</i>	\$981,715	\$223,358	\$773,358	\$996,715	\$978,855
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<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$244,362	\$969,285	-\$743,207	\$226,078	\$233,347
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(1) Net of Debt Service Reserve Funds

Debt Service for 11/01/2022

<i>Interest</i>	\$158,969
<i>Interest</i>	\$45,956
<i>Total</i>	\$204,925

<i>Net Assessments</i>	\$985,875
<i>Add: Disc. and Collections (6%)</i>	\$62,899
<i>Gross Assessments</i>	\$1,048,773

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

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

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$	2,040,000.00		- \$	48,450.00	\$ 48,450.00
05/01/22	\$	2,040,000.00	4.750%	\$ 105,000.00	\$ 48,450.00	-
11/01/22	\$	1,935,000.00		- \$	45,956.25	\$ 199,406.25
05/01/23	\$	1,935,000.00	4.750%	\$ 110,000.00	\$ 45,956.25	-
11/01/23	\$	1,825,000.00		- \$	43,343.75	\$ 199,300.00
05/01/24	\$	1,825,000.00	4.750%	\$ 115,000.00	\$ 43,343.75	-
11/01/24	\$	1,710,000.00		- \$	40,612.50	\$ 198,956.25
05/01/25	\$	1,710,000.00	4.750%	\$ 120,000.00	\$ 40,612.50	-
11/01/25	\$	1,590,000.00		- \$	37,762.50	\$ 198,375.00
05/01/26	\$	1,590,000.00	4.750%	\$ 125,000.00	\$ 37,762.50	-
11/01/26	\$	1,465,000.00		- \$	34,793.75	\$ 197,556.25
05/01/27	\$	1,465,000.00	4.750%	\$ 135,000.00	\$ 34,793.75	-
11/01/27	\$	1,330,000.00		- \$	31,587.50	\$ 201,381.25
05/01/28	\$	1,330,000.00	4.750%	\$ 140,000.00	\$ 31,587.50	-
11/01/28	\$	1,190,000.00		- \$	28,262.50	\$ 199,850.00
05/01/29	\$	1,190,000.00	4.750%	\$ 145,000.00	\$ 28,262.50	-
11/01/29	\$	1,045,000.00		- \$	24,818.75	\$ 198,081.25
05/01/30	\$	1,045,000.00	4.750%	\$ 155,000.00	\$ 24,818.75	-
11/01/30	\$	890,000.00		- \$	21,137.50	\$ 200,956.25
05/01/31	\$	890,000.00	4.750%	\$ 160,000.00	\$ 21,137.50	-
11/01/31	\$	730,000.00		- \$	17,337.50	\$ 198,475.00
05/01/32	\$	730,000.00	4.750%	\$ 170,000.00	\$ 17,337.50	-
11/01/32	\$	560,000.00		- \$	13,300.00	\$ 200,637.50
05/01/33	\$	560,000.00	4.750%	\$ 180,000.00	\$ 13,300.00	-
11/01/33	\$	380,000.00		- \$	9,025.00	\$ 202,325.00
05/01/34	\$	380,000.00	4.750%	\$ 185,000.00	\$ 9,025.00	-
11/01/34	\$	195,000.00		- \$	4,631.25	\$ 198,656.25
05/01/35	\$	195,000.00	4.750%	\$ 195,000.00	\$ 4,631.25	-
11/01/35	\$	-		- \$	-	\$ 199,631.25
						-
				\$ 2,040,000.00	\$ 802,037.50	\$ 2,842,037.50

Turnbull Creek
Community Development District

Debt Service Fund
Pond Bank Remediation Series 2015B

<i>Description</i>	<i>Adopted Budget FY 2021</i>	<i>Actual 3/31/21</i>	<i>Next 6 Months</i>	<i>Projected 9/30/21</i>	<i>Proposed Budget FY 2022</i>
<u>Revenues</u>					
Carry Forward Surplus (1)	\$33,976	\$33,517	\$0	\$33,517	\$32,711
Interest Income	\$700	\$13	\$8	\$21	\$0
Assessments	\$78,987	\$76,581	\$2,405	\$78,987	\$78,987
Total Revenues	\$113,663	\$110,112	\$2,413	\$112,525	\$111,698

Expenditures

Series 2015B1

Interest 11/1	\$19,535	\$19,535	\$0	\$19,535	\$19,535
Interest 5/1	\$19,535	\$0	\$19,535	\$19,535	\$19,535
Principal 5/1	\$20,000	\$0	\$20,000	\$20,000	\$20,000

Series 2015B2

Interest 11/1	\$5,313	\$5,431	\$0	\$5,431	\$5,075
Interest 5/1	\$5,313	\$0	\$5,313	\$5,313	\$5,075
Principal 5/1	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Principal Prepayment 5/1	\$0	\$0	\$5,000	\$5,000	\$0

Total Expenditures	\$74,695	\$24,966	\$54,848	\$79,814	\$74,220
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EXCESS REVENUES / (EXPENDITURES)	\$38,968	\$85,145	-\$52,434	\$32,711	\$37,478
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(1) Net of Debt Service Reserve Funds

Debt Service for 11/01/2022

Interest	\$19,250
	\$4,956
Total	\$24,206

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

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

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

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$	210,000.00	4.750%	-	\$ 5,075.00	\$ 5,075.00
05/01/22	\$	210,000.00	4.750%	\$ 5,000.00	\$ 5,075.00	-
11/01/22	\$	205,000.00	4.750%	-	\$ 4,956.25	\$ 15,031.25
05/01/23	\$	205,000.00	4.750%	\$ 5,000.00	\$ 4,956.25	-
11/01/23	\$	200,000.00	4.750%	-	\$ 4,837.50	\$ 14,793.75
05/01/24	\$	200,000.00	4.750%	\$ 5,000.00	\$ 4,837.50	-
11/01/24	\$	195,000.00	4.750%	-	\$ 4,718.75	\$ 14,556.25
05/01/25	\$	195,000.00	4.750%	\$ 5,000.00	\$ 4,718.75	-
11/01/25	\$	190,000.00	4.750%	-	\$ 4,600.00	\$ 14,318.75
05/01/26	\$	190,000.00	4.750%	\$ 5,000.00	\$ 4,600.00	-
11/01/26	\$	185,000.00	4.750%	-	\$ 4,481.25	\$ 14,081.25
05/01/27	\$	185,000.00	4.750%	\$ 5,000.00	\$ 4,481.25	-
11/01/27	\$	180,000.00	4.750%	-	\$ 4,362.50	\$ 13,843.75
05/01/28	\$	180,000.00	4.750%	\$ 5,000.00	\$ 4,362.50	-
11/01/28	\$	175,000.00	4.750%	-	\$ 4,243.75	\$ 13,606.25
05/01/29	\$	175,000.00	4.750%	\$ 5,000.00	\$ 4,243.75	-
11/01/29	\$	170,000.00	4.750%	-	\$ 4,125.00	\$ 13,368.75
05/01/30	\$	170,000.00	4.750%	\$ 5,000.00	\$ 4,125.00	-
11/01/30	\$	165,000.00	4.750%	-	\$ 4,006.25	\$ 13,131.25
05/01/31	\$	165,000.00	4.750%	\$ 5,000.00	\$ 4,006.25	-
11/01/31	\$	160,000.00	4.750%	-	\$ 3,887.50	\$ 12,893.75
05/01/32	\$	160,000.00	4.750%	\$ 10,000.00	\$ 3,887.50	-
11/01/32	\$	150,000.00	4.750%	-	\$ 3,650.00	\$ 17,537.50
05/01/33	\$	150,000.00	4.750%	\$ 10,000.00	\$ 3,650.00	-
11/01/33	\$	140,000.00	4.750%	-	\$ 3,412.50	\$ 17,062.50
05/01/34	\$	140,000.00	4.750%	\$ 10,000.00	\$ 3,412.50	-
11/01/34	\$	130,000.00	4.750%	-	\$ 3,175.00	\$ 16,587.50
05/01/35	\$	130,000.00	4.750%	\$ 10,000.00	\$ 3,175.00	-
11/01/35	\$	120,000.00	4.750%	-	\$ 2,937.50	\$ 16,112.50
05/01/36	\$	120,000.00	4.750%	\$ 10,000.00	\$ 2,937.50	-
11/01/36	\$	110,000.00	4.750%	-	\$ 2,700.00	\$ 15,637.50
05/01/37	\$	110,000.00	4.750%	\$ 10,000.00	\$ 2,700.00	-
11/01/37	\$	100,000.00	4.750%	-	\$ 2,462.50	\$ 15,162.50
05/01/38	\$	100,000.00	4.750%	\$ 10,000.00	\$ 2,462.50	-
11/01/38	\$	90,000.00	4.750%	-	\$ 2,225.00	\$ 14,687.50
05/01/39	\$	90,000.00	4.750%	\$ 10,000.00	\$ 2,225.00	-
11/01/39	\$	80,000.00	4.750%	-	\$ 1,987.50	\$ 14,212.50
05/01/40	\$	80,000.00	4.750%	\$ 10,000.00	\$ 1,987.50	-
11/01/40	\$	70,000.00	4.750%	-	\$ 1,750.00	\$ 13,737.50
05/01/41	\$	70,000.00	5.000%	\$ 10,000.00	\$ 1,750.00	-
11/01/41	\$	60,000.00	5.000%	-	\$ 1,500.00	\$ 13,250.00
05/01/42	\$	60,000.00	5.000%	\$ 15,000.00	\$ 1,500.00	-
11/01/42	\$	45,000.00	5.000%	-	\$ 1,125.00	\$ 17,625.00
05/01/43	\$	45,000.00	5.000%	\$ 15,000.00	\$ 1,125.00	-
11/01/43	\$	30,000.00	5.000%	-	\$ 750.00	\$ 16,875.00
05/01/44	\$	30,000.00	5.000%	\$ 15,000.00	\$ 750.00	-
11/01/44	\$	15,000.00	5.000%	-	\$ 375.00	\$ 16,125.00
05/01/45	\$	15,000.00	5.000%	\$ 15,000.00	\$ 375.00	-
11/01/45					\$	\$ 15,375.00
				\$ 210,000.00	\$ 154,687.50	\$ 364,687.50

Turnbull Creek

Community Development District

Debt Service Fund

Series 2016

<i>Description</i>	<i>Adopted Budget FY 2021</i>	<i>Actual 3/31/21</i>	<i>Next 6 Months</i>	<i>Projected 9/30/21</i>	<i>Proposed Budget FY 2022</i>
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Revenues

<i>Carry Forward Surplus</i>	\$74,388	\$80,894	\$0	\$80,894	\$69,302
<i>Interest Income</i>	\$1,900	\$16	\$12	\$28	\$0
<i>Assessments - Tax Collector</i>	\$286,505	\$277,780	\$8,724	\$286,505	\$286,505

<i>Total Revenues</i>	\$362,793	\$358,691	\$8,736	\$367,428	\$355,806
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Expenditures

Series 2016

<i>Interest 11/1</i>	\$66,656	\$66,656	\$0	\$66,656	\$63,603
<i>Interest 5/1</i>	\$66,656	\$0	\$66,471	\$66,471	\$63,603
<i>Principal 5/1</i>	\$155,000	\$0	\$155,000	\$155,000	\$160,000
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0	\$0

<i>Total Expenditures</i>	\$288,311	\$76,656	\$221,471	\$298,126	\$287,206
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<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$74,482	\$282,036	-\$212,734	\$69,302	\$68,600
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Debt Service for 11/01/2022:

<i>Interest</i>	\$60,643
<i>Total</i>	\$60,643

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

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

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$ 3,438,000.00	3.70%	- \$	63,603.00	\$ 285,073.50
05/01/22	\$ 3,438,000.00	3.70%	\$ 160,000.00	\$ 63,603.00	-
11/01/22	\$ 3,278,000.00	3.70%	- \$	60,643.00	\$ 284,246.00
05/01/23	\$ 3,278,000.00	3.70%	\$ 167,000.00	\$ 60,643.00	-
11/01/23	\$ 3,111,000.00	3.70%	- \$	57,553.50	\$ 285,196.50
05/01/24	\$ 3,111,000.00	3.70%	\$ 173,000.00	\$ 57,553.50	-
11/01/24	\$ 2,938,000.00	3.70%	- \$	54,353.00	\$ 284,906.50
05/01/25	\$ 2,938,000.00	3.70%	\$ 179,000.00	\$ 54,353.00	-
11/01/25	\$ 2,759,000.00	3.70%	- \$	51,041.50	\$ 284,394.50
05/01/26	\$ 2,759,000.00	3.70%	\$ 186,000.00	\$ 51,041.50	-
11/01/26	\$ 2,573,000.00	3.70%	- \$	47,600.50	\$ 284,642.00
05/01/27	\$ 2,573,000.00	3.70%	\$ 193,000.00	\$ 47,600.50	-
11/01/27	\$ 2,380,000.00	3.70%	- \$	44,030.00	\$ 284,630.50
05/01/28	\$ 2,380,000.00	3.70%	\$ 200,000.00	\$ 44,030.00	-
11/01/28	\$ 2,180,000.00	3.70%	- \$	40,330.00	\$ 284,360.00
05/01/29	\$ 2,180,000.00	3.70%	\$ 208,000.00	\$ 40,330.00	-
11/01/29	\$ 1,972,000.00	3.70%	- \$	36,482.00	\$ 284,812.00
05/01/30	\$ 1,972,000.00	3.70%	\$ 216,000.00	\$ 36,482.00	-
11/01/30	\$ 1,756,000.00	3.70%	- \$	32,486.00	\$ 284,968.00
05/01/31	\$ 1,756,000.00	3.70%	\$ 224,000.00	\$ 32,486.00	-
11/01/31	\$ 1,532,000.00	3.70%	- \$	28,342.00	\$ 284,828.00
05/01/32	\$ 1,532,000.00	3.70%	\$ 232,000.00	\$ 28,342.00	-
11/01/32	\$ 1,300,000.00	3.70%	- \$	24,050.00	\$ 284,392.00
05/01/33	\$ 1,300,000.00	3.70%	\$ 241,000.00	\$ 24,050.00	-
11/01/33	\$ 1,059,000.00	3.70%	- \$	19,591.50	\$ 284,641.50
05/01/34	\$ 1,059,000.00	3.70%	\$ 250,000.00	\$ 19,591.50	-
11/01/34	\$ 809,000.00	3.70%	- \$	14,966.50	\$ 284,558.00
05/01/35	\$ 809,000.00	3.70%	\$ 260,000.00	\$ 14,966.50	-
11/01/35	\$ 549,000.00	3.70%	- \$	10,156.50	\$ 285,123.00
05/01/36	\$ 549,000.00	3.70%	\$ 269,000.00	\$ 10,156.50	-
11/01/36	\$ 280,000.00	3.70%	- \$	5,180.00	\$ 284,336.50
05/01/37	\$ 280,000.00	3.70%	\$ 280,000.00	\$ 5,180.00	-
11/01/37	\$ 280,000.00	3.70%			\$ 285,180.00
					-
			\$ 3,593,000.00	\$ 1,247,288.50	\$ 4,840,288.50

Turnbull Creek

Community Development District

Capital Reserve Fund

<i>Description</i>	<i>Adopted Budget FY 2021</i>	<i>Actual 3/31/21</i>	<i>Next 6 Months</i>	<i>Projected 9/30/21</i>	<i>Proposed Budget FY 2022</i>
<u>REVENUES:</u>					
Capital Reserve - Transfer In	\$212,819	\$0	\$212,819	\$212,819	\$212,819
Carry Forward Surplus	\$323,544	\$190,439	\$0	\$190,439	\$331,845
<i>Total Revenues</i>	\$536,363	\$190,439	\$212,819	\$403,258	\$544,664
<u>EXPENDITURES:</u>					
Repair and Replacement	\$50,000	\$1,866	\$20,000	\$21,866	\$50,000
Capital Outlay	\$50,000	\$29,259	\$20,000	\$49,259	\$50,000
Other Current Charges	\$240	\$133	\$156	\$289	\$300
<i>Total Expenditures</i>	\$100,240	\$31,257	\$40,156	\$71,413	\$100,300
<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$436,123	\$159,182	\$172,663	\$331,845	\$444,364

SIXTH ORDER OF BUSINESS

**Turnbull Creek Community Development District
OFFICE OF DISTRICT MANGER
475 West Town Place, Suite 114 • St. Augustine, FL 32092
Phone: (904) 940-5850**

March 31, 2021

Michael Taylor
Tari Taylor
452 Porta Rosa Circle
St. Augustine, Florida 32092

Re: Turnbull Creek Community Development District – Encroachment Request

Dear Mr. and Mrs. Taylor:

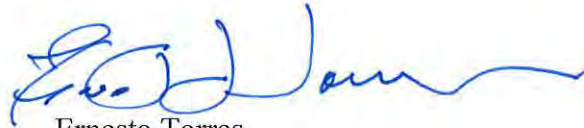
After consultation with the District Engineer and Staff, your request to encroachment is denied. The District Engineer analyzed the 8-foot drainage easement on your property and determined that a permanent encroachment into the District's easement would interfere with the drainage system and the District's maintenance of the area.

The reasons for denial are as follows, per the District Engineer: A detention/retention pond easement provides District contractors the ability to maintain a pond and its appurtenances (i.e., outlet structures, pipes, etc.), which are used to control stormwater runoff and includes the right of ingress and egress. If all or a portion of the easement is obstructed, it may result in difficulty in accessing the pond for maintenance (e.g., dredging, aquatic plant treatment, erosion repair, landscaping, etc.) or additional construction, not only for work in the immediate vicinity of the proposed pool, but along other areas of the easement in adjacent portions of the pond.

Obstruction could result in additional costs and potentially safety issues for the District. Further, if more than one homeowner constructs feature within easements, these problems multiply either around one pond or multiple ponds. Finally, release of an easement or construction within them may result in permit (e.g., St. Johns County, St. Johns River Water Management District, etc.) noncompliance, as maintenance is frequently a condition of permitting a stormwater management system. It is further possible that homeowner property may suffer damages from encroachment near stormwater management features during high-water events if fixtures are constructed within easements.

Therefore, it is the District Engineer's general recommendation to discourage any permanent structures within any District drainage easement. You are always welcome to come to the District's Board of Supervisors meeting (next one is May 11, 2021) to appeal the decision to the Board.

Sincerely,



Ernesto Torres
District Manager

cc: Jason Evert, District Engineer
Jennifer Kilinski, District Counsel
Megan Mummaw, Vesta Property Property Manger
CDD Board of Supervisors

MEMORANDUM

TO: Turnbull Creek Community Development District (“District”) Board of Supervisors (“Board”)
FROM: District Staff
RE: Proposed Easement Encroachment Policy
DATE: March 9, 2021

This memorandum is provided as background on the enclosed resolution adopting an easement encroachment policy. If you have any questions or concerns, please do not hesitate to contact any member of District staff.

Background

Throughout the community, there are easements reserved to the District along certain side and/or rear lot lines. These easements are on plats or other official documents that are recorded in the Official Records of St. Johns County, and give the District a limited property interest to use the easement areas for their intended purposes, such as maintaining the drainage system, stormwater infrastructure improvements, landscape buffers, and other improvements. When a homeowner installs an improvement (fencing, landscaping, etc.) that impacts a District easement, there is a risk that it could negatively impact the District’s infrastructure, as well as the District’s ability to perform certain required maintenance activities.

The District may grant permission for an encroachment into its easement areas and has received several requests to do so in recent months. In order to grant a request, the normal process at other communities and here has been that the District Engineer reviews the proposed encroachment (i.e. what the resident wants to build in the District easement area) to ensure there are no access/improvement impacts, and the legal team prepares an encroachment agreement to be executed by the District and the resident requesting the encroachment. While the HOA has its own process for approval of improvements, it does not have the power to grant permission for encroachment into a District easement area.

Purpose

To streamline the process and avoid unnecessary delays for residents requesting encroachment permission, we are proposing a process whereby residents can submit a request, staff can process the request, and the District can make a decision on the request outside of meetings based on advice from its professional team. The requests would not be required to come before the Board unless there was an extraordinary circumstance, or the resident disputed the District’s decision. A sample policy, encroachment agreement, and request form are attached. Staff would propose coordination with the HOA whereby HOA staff would review the requested improvements in the normal course of their process and notify the District of the encroachment request, as applicable, allowing these documents to be presented to the homeowner at the same time and increasing efficiency for the resident.

Options

If the Board would like to move forward with this policy, there are two resolution options: (A) Option A includes only adopting the policy, without a charge to the resident, and (B) Option B adopts the policy and an interim application fee. You are not required to adopt a fee, but some districts do so to offset the staff fees incurred in processing the request.

Decision

- (A) Adopt Resolution Option A, adopting the policy only
- (B) Adopt Resolution Option B, adopting the policy and an interim application fee
- (C) Defer decision to a future meeting
- (D) Do not adopt a policy or a fee. Consider each request individually as it comes in.

**OPTION A:
POLICY ONLY**

RESOLUTION 2021-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES GOVERNING THE INSTALLATION OF IMPROVEMENTS WITHIN DISTRICT EASEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Turnbull Creek Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, for the purpose of owning, operating, maintaining, and providing certain infrastructure improvements, including a stormwater management system; and

WHEREAS, plats within the District contain certain District-dedicated easements that in some cases abut lots and additional easements may in the future be dedicated to the District (together, “**District Easements**”); and

WHEREAS, construction of unauthorized improvements within District Easements may interfere with the proper function, operation and maintenance of the District’s stormwater management system and other maintenance obligations and public improvements; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by the Act to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District and the preservation of District assets to adopt the policies governing the installation of improvements within District Easements, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Easement Improvements Policy**”) for immediate use and application.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Easement Improvements Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this resolution as necessary for the conduct of District business and the preservation of District assets. The Easement Improvements Policy shall stay in full force and effect until such time as the Board of Supervisors may amend it in accordance with Chapter 190, *Florida Statutes*.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Policy for Improvements within District Easements

EXHIBIT A

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT Policy for Improvements within District Easements

Effective: _____

1. If a resident desires to install improvements within a District Easement, the resident must:
 - a. Submit a written variance request to the District, through the District Manager or his or her designee, prior to commencement of such installation. The request must be made by the owner of the property and may be made in conjunction with its application to the HOA for construction of improvements, consistent with the applicable Declaration of Covenants.
 - b. If the District grants approval, sign and notarize the Variance Agreement attached as **Attachment A**.
2. The variance request must contain, at a minimum, the following information:
 - a. The contact information of the person making the variance request;
 - b. The lot number or street address of the lot on which the improvement is to be installed;
 - c. A description of the improvement(s) to be installed;
 - d. A diagram showing the proposed location of the improvement(s); and
 - e. The anticipated commencement date of the installation of said improvement(s).
3. The District Engineer will perform an initial review of the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements. Such review may include, in the District Engineer's discretion, conducting an in-person site inspection. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
4. After completing the review, the District Engineer shall recommend one of the following actions to the District and the resident:
 - a. Approve the variance request;
 - b. Approve the variance request with conditions; or
 - c. Deny the variance request.
5. If the District Engineer recommends approving the request, unless other considerations necessitate denying the request, District staff shall coordinate execution of the Variance Agreement in substantially the form attached hereto as **Attachment A**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County.
6. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).
7. There shall be no requirement to bring the variance request before the Board of Supervisors ("Board") for approval, unless the District Manager determines extraordinary circumstances warrant Board consideration. However, if the applicant disagrees with the District's determination, the applicant may request that the matter be brought before the Board for reconsideration.
8. The District's approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, St. Johns County, the St. Johns River Water Management

District, and any other entities having an interest in the property, as applicable. The District is in no way responsible for informing residents of what other approvals they may need to obtain.

9. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

Attachment A

After recording, please return to:
Turnbull Creek Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT

This *Variance Agreement for Installation of Improvements within CDD Easement* (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among _____ (“**Owner**”) and the Turnbull Creek Community Development District (“**CDD**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of the property located within the CDD at the following address:

_____, (“**Property**”); and

WHEREAS, Owner desires to erect certain improvements described as _____ (“**Improvements**”) within a CDD easement area (“**Easement**”) located on the Property (“**License Area**”), as depicted at **Exhibit A**; and

WHEREAS, due to the CDD’s legal interests in the Easement, among other reasons, Owner requires the CDD’s consent before constructing improvements within the Easement; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain the Improvements on the License Area.

3. **Owner Responsibilities.** The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. By entering into this Agreement, the CDD does not represent it has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the any applicable homeowners' association, St. Johns County, or the St. Johns County Water Management District, as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any CDD infrastructure that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. **Removal and/or Replacement of Improvements.** Owner acknowledges the legal interest of the CDD in the Easement(s) described above and understands the grant provided herein in no way permits interference with the CDD's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner releases and waives any claim on behalf of itself and successors and assigns any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that the permission granted herein is given to Owner as an accommodation and that, if necessary for the proper operation of CDD infrastructure or performance of the CDD's maintenance responsibilities, the CDD may require the Owner to remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, or, in the event of a threat to the health, safety or welfare of the CDD or its residents or property, the CDD may remove the Improvements and hold the Owner responsible for the cost of such removal. The CDD agrees to give Owner notice to the extent possible.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the CDD, as well as its officers, supervisors, staff, agents and representatives, and successors and assigns, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

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

8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – 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 and/or specific performance.

9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.

10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[signatures continue on following page]

[signatures continue on following page]

[end of signature pages]

Exhibit A to Variance Agreement

[attach survey sketch showing location of improvements]

OPTION B:
POLICY AND FEE

RESOLUTION 2021-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING RATES AND POLICIES GOVERNING THE INSTALLATION OF IMPROVEMENTS WITHIN DISTRICT EASEMENTS; ADOPTING AN INTERIM APPLICATION FEE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, plats within the District contain certain District-dedicated easements that in some cases abut lots and additional easements may in the future be dedicated to the District (together, “**District Easements**”); and

WHEREAS, construction of unauthorized improvements within District Easements may interfere with the proper function, operation and maintenance of the District’s stormwater management system and other maintenance obligations and public improvements; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by the Act to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District and the preservation of District assets to adopt the policies governing the installation of improvements within District Easements, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Easement Improvements Policy**”) for immediate use and application; and

WHEREAS, in order to offset the administrative and professional expenses of processing requests to install improvements within District Easements, the Board intends to adopt an application fee in connection with the Easement Improvements Policy (“**Application Fee**”) through the rulemaking procedures set forth in Chapters 120 and 190, *Florida Statutes*, in the future but is not at this time prepared to fully evaluate the budgetary impact or address all potentially affected rates and fees; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt the Application Fee as an interim rate at this time in order to evaluate its budgetary impact it will have, and to review other potential and current rates and charges of the District that may be impacted.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Easement Improvements Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business and the

preservation of District assets. The Easement Improvements Policy shall stay in full force and effect until such time as the Board of Supervisors may amend it in accordance with Chapter 190, *Florida Statutes*.

SECTION 3. By passage of this resolution, the following interim Application Fee is adopted:

Item	Rate
Interim Easement Application Fee	\$ _____

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

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

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Policy for Improvements within District Easements

EXHIBIT A

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT Policy for Improvements within District Easements

Effective: _____

1. If a resident desires to install improvements within a District Easement, the resident must:
 - a. Pay an easement application fee of \$ _____ to cover the costs of necessary engineering review and other administrative costs, and
 - b. Submit a written variance request to the district, through the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and may be made in conjunction with its application to the HOA for construction of improvements, consistent with the applicable Declaration of Covenants; and
 - c. If the District grants approval, sign and notarize the Variance Agreement attached as **Attachment A**, with any revisions as may be required by the District.
2. The variance request must contain, at a minimum, the following information:
 - a. The contact information of the person making the variance request;
 - b. The lot number or street address of the lot on which the improvement is to be installed;
 - c. A description of the improvement(s) to be installed;
 - d. A diagram showing the proposed location of the improvement(s); and
 - e. The anticipated commencement date of the installation of said improvement(s).
3. The District Engineer will perform an initial review of the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements. Such review may include, in the District Engineer's discretion, conducting an in-person site inspection. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
4. After completing the review, the District Engineer shall recommend one of the following actions to the District and the resident:
 - a. Approve the variance request;
 - b. Approve the variance request with conditions; or
 - c. Deny the variance request.
5. If the District Engineer recommends approving the request, unless other considerations necessitate denying the request, District staff shall coordinate execution of the Variance Agreement in substantially the form attached hereto as **Attachment A**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County.
6. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).
7. There shall be no requirement to bring the variance request before the Board of Supervisors ("Board") for approval, unless the District Manager determines extraordinary circumstances warrant Board consideration. However, if the applicant disagrees with the District's determination, the applicant may request that the matter be brought before the Board for reconsideration.

8. The District's approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, St. Johns County, the St. Johns River Water Management District, and any other entities having an interest in the property, as applicable. The District is in no way responsible for informing residents of what other approvals they may need to obtain.
9. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

Attachment A

After recording, please return to:
Turnbull Creek Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT

This *Variance Agreement for Installation of Improvements within CDD Easement* (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among _____ (“**Owner**”) and the Turnbull Creek Community Development District (“**CDD**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of the property located within the CDD at the following address:

_____, (“**Property**”); and

WHEREAS, Owner desires to erect certain improvements described as _____ (“**Improvements**”) within a CDD easement area (“**Easement**”) located on the Property (“**License Area**”), as depicted in **Exhibit A**; and

WHEREAS, due to the CDD’s legal interests in the Easement, among other reasons, Owner requires the CDD’s consent before constructing improvements within the Easement; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain the Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. By entering into this Agreement, the CDD does not represent that it has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the any applicable homeowners' association, St. Johns County, or the St. Johns County Water Management District, as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any CDD infrastructure that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. **Removal and/or Replacement of Improvements.** Owner acknowledges the legal interest of the CDD in the Easement(s) described above and understands the grant provided herein in no way permits interference with the CDD's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner releases and waives any claim on behalf of itself and successors and assigns any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that the permission granted herein is given to Owner as an accommodation and that, if necessary for the proper operation of CDD infrastructure or performance of the CDD's maintenance responsibilities, the CDD may require the Owner to remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, or, in the event of a threat to the health, safety or welfare of the CDD or its residents or property, the CDD may remove the Improvements and hold the Owner responsible for the cost of such removal. The CDD agrees to give Owner notice to the extent possible.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the CDD, as well as its officers, supervisors, staff, agents and representatives, and successors and assigns, against all liability

for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

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

8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – 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 and/or specific performance.

9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.

10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Witnesses:	Owner
By: _____	By: _____
_____	Print Name: _____
Print Name	

STATE OF FLORIDA)
COUNTY OF _____)

NOTARY PUBLIC

[signatures continue on following page]

[signatures continue on following page]

[end of signature pages]

Exhibit A to Variance Agreement

[attach survey sketch showing location of improvements]

SEVENTH ORDER OF BUSINESS

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

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this ____ day of May 2021, by and between:

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

WGV FIGHTING TURTLES SWIM TEAM, INC., a Florida not-for-profit corporation, with a mailing address of 188 Athens Drive, St. Augustine, Florida 32092 ("Licensee" and together with the District, sometimes referred to as the "Parties").

RECITALS

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

WHEREAS, the District owns, operates, and maintains a recreation facility, which includes a competition pool ("Competition Pool") and related facilities as district improvements, as shown highlighted on **Exhibit A**, attached hereto, and incorporated herein by reference (altogether, the "Amenity Facility"); and

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

WHEREAS, the District is willing to allow the Licensee to make use of the Amenity Facility as specifically set forth herein, provided that such use does not impede the District's operation of the Amenity Facility as a public improvement and such use is in compliance with this License Agreement, and provided that the Licensee complies with the provisions set forth herein, including implementation of reasonable COVID-19 guidelines for participants; and

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

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

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

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

2. **GRANT OF LICENSE.** The District hereby grants to the Licensee a license to use the Amenity Facility for swim team practices, in accordance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference ("License"). In consideration of use of certain portions of the Amenity Facility, Licensee agrees to the following conditions:

Commented [JK1]: Need this exhibit. Schedule was still partially TBD in the initial proposal that was submitted

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

B. Licensee's access is limited to a swim team meeting, swim team practices, and swim team meets on the dates set forth in **Exhibit B**. The swim team meets will be limited to virtual meets and no outside teams will be permitted for the summer of 2021 season.

Deleted: and

Deleted: There shall be no swim meets permitted

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

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

E. Swim team membership shall be open first to residents of the District. Under no circumstances may a District resident be turned away from participation on the team unless such individual fails to satisfy the safety and swim test requirements administered to all potential swim team participants. Otherwise, swim team membership may be open to non-members, up to a maximum of ninety (90)

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swimmers, provided however that it shall be Licensee's responsibility to enforce reasonable COVID-19 guidelines.

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

G. ~~Two~~ swim lanes shall be kept open at all times during swim team practice to allow District Patrons to use the Competition Pool.

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

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

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

K. Licensee shall provide to the District a Turnbull Creek Community Development District Consent and Release from Liability ("Release"), in the form attached hereto as Exhibit C, fully executed by each swim team participant and the parent or legal guardian of such swim team participant, resident AND non-resident, along with all swim meet participants and their guardians, prior to that swim team participants' use of the Amenity Facility. The Licensee shall not permit any swim team participant to use the Amenity Facility without first providing the District with a fully executed Release for such participant. Should the Licensee fail to comply with this section 2.K., the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

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

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

M. Usage During the COVID-19 Pandemic. Effective immediately and until the conclusion of the COVID-19 pandemic, the Licensee should consider implementation of the following measures:

- a. The Licensee is responsible for understanding and implementing federal, state, and local mandates and/or guidelines, as may be appropriate, including but not limited to those promulgated by the State of Florida through executive orders or otherwise, by the Center for Disease Control and Prevention, and by USA Swimming, Inc.
- b. The Licensee shall allow no more than four swimmers per lane, to the extent feasible while complying with the aforementioned guidelines and requirements. If participants are unable to comply with the guidelines, Licensee shall limit swimmers per lane to that required for compliance with stated regulations, which may change from time to time.
- c. All individuals associated with the Licensee must submit a COVID-19 Addendum to the Release in substantially the form attached hereto as Exhibit D before accessing the District’s Amenity Facility. Allowing use without an executed Release and Addendum is grounds for termination of this License Agreement and revocation of the License.
- d. Parents and other spectators shall be prohibited from the pool deck during practices, and Licensee agrees to implement a safe and reasonable means to facilitate the entry and exit of swimmers between practice groups. This does not prohibit any staff or volunteers associated with the Licensee from being present on the pool deck.
- e. In the event that any individual associated with the Licensee who has used the District’s Amenity Facility or other facilities tests positive for COVID-19, the Licensee shall immediately notify the District and cease all use of the Amenity Facility or other facilities until the District notifies the Licensee that use may resume.
- f. Swimmers shall show up changed and ready to swim and may not change at the District’s facilities. Use granted herein is limited to the pool deck and pool and no use of locker room facilities is permitted.

3. COMPENSATION; TERM. The term of the License shall be from June 1, 2021, through July 31, 2021, unless terminated or revoked pursuant to section 4 below. However, the covenants and obligations of Licensee contained in sections 2 (Releases), 7, 9, and 10 shall survive

cancellation for acts and omissions which occurred during the effective term of the License Agreement.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. District may also elect to cancel one or more individual scheduled events permitted hereunder while permitting the remainder of this License Agreement to remain in effect. Licensee may terminate this License Agreement upon written notice to the District.

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

6. CAPACITY OF POOL. The size of the swim team shall be limited to a maximum of ninety (90) participants. Licensee shall be responsible for determining the appropriate ratio of swim team participants to coaches and shall provide the expected number of swim team participants to the District's management team and cooperate in good faith with District staff to ensure that the pool capacity is not exceeded and, for the duration for the COVID-19 pandemic, that appropriate social distancing is enforced.

7. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its staff, agents, resident and non-resident participants, guests, or invitees. The District and its supervisors, officers, staff, and agents shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its staff, agents, participants, guests, or invitees, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any

Deleted: Licensee shall remit 10% (ten percent) of all gross revenue to the District. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided, and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

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statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law.

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

A. If to the District: Turnbull Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: WGV Fighting Turtles Swim Team, Inc.
188 Athens Drive
St. Augustine, Florida 32092
Attn: _____

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

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

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

performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

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

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-904-940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.

12. E-VERIFY REQUIREMENTS. The Licensee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Licensee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Licensee has knowingly violated Section 448.091, *Florida Statutes*.

If the Licensee anticipates entering into agreements with a subcontractor for the Work, Licensee will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Licensee shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Licensee has otherwise complied with its obligations hereunder, the District shall promptly notify the Licensee. The Licensee agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Licensee or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Licensee represents that no public employer has terminated a contract with the Licensee under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

14. 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.

15. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

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

[Remainder of page intentionally left blank]

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

Attest:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

Witness:

**WGV FIGHTING TURTLES SWIM
TEAM, INC.**

Signature

By: _____
Its: _____

Print Name of Witness

Exhibit A: Amenity Facility Map
Exhibit B: Schedule of Swim Team Practices
Exhibit C: Waiver and Release
Exhibit D: COVID-19 Addendum to Waiver and Release
Exhibit E: Guidelines for Swim Team Usage

Exhibit A
Amenity Facility Map



Exhibit B
SWIM PRACTICE SCHEDULE

Commented [JK2]: Need new schedule/exact start & end dates

From June __, 2021 to July 31, 2021						
Tuesday – Friday, 7am-10am						
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
		June 16 7am-10am	June 17 7am-10am	June 18 7am-10am	June 19 7am-10am	
		June 23 7am-10am	June 24 7am-10am	June 25 7am-10am	June 26 7am-10am	
		June 30 7am-10am	July 1 7am-10am	July 2 7am-10am	July 2 7am-10am	
		July 7 7am-10am	July 7 7am-10am	July 9 7am-10am	July 10 7am-10am	
		July 14 7am-10am	July 15 7am-10am	July 16 7am-10am	July 17 7am-10am	
		July 21 7am-10am	July 22 7am-10am	July 23 7am-10am	July 24 7am-10am	
		July 28 7am-10am	July 29 7am-10am	July 30 7am-10am	July 31 7am-10am	

*Two lanes will be made available to residents during all practices.

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MISCELLANEOUS CLUBHOUSE, DECK, AND POOL AREA USE

Registration at Clubhouse _____ 5:00 p.m. to 8:00 p.m. (Date to be coordinated with District Staff)
Swim Team Meeting at Clubhouse _____ to _____ (Subject to capacity and other limitations due to the COVID-19 pandemic)
Virtual Swim Team Meets June 5, 2021 - _____ to _____ June 12, 2021 - _____ to _____ July 10, 2021 - _____ to _____

Exhibit C
WAIVER AND RELEASE

In consideration of being allowed to participate, I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Turnbull Creek Community Development District (the "District"), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and amenity center contractors from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children's and my guests' use of the facilities and lands owned by the District in connection with the WGV Fighting Turtles Swim Team, including any and all on-site or off-site activities related to the WGV Fighting Turtles Swim Team, and any transportation to and from such activities, to the fullest extent permitted by law. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my own, my children's and my guests' participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property in connection with the WGV Fighting Turtles Swim Team. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

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

Name

Mailing Address

Signature

Telephone Number

Participant Signature

Date

Exhibit D

COVID-19 ADDENDUM TO WAIVER AND RELEASE

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

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

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

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

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

IN WITNESS WHEREOF, I have signed this Addendum on this ____ day of _____, 2021.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____

Exhibit E
Guidelines for Swim Team Usage

1. Usage of the Amenity Facility is limited to the facilities named in the Agreement ONLY. Swim team members that are not District residents or paid users of the other facilities shall not have access to other District facilities.
2. Swim Team is required to provide for lifeguards as may be needed.
3. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies. Swim team will provide an assigned gate monitor and locker room monitor for times when it is utilizing the facilities.
4. Swim Team shall not store any equipment on site without written approval by the District in advance of such storage. However, the Swim Team is permitted to store clear boxes with boards, fins, flags and time clock against the fence by the pump gate for the term of this License, recognizing the District shall not be responsible for said items in any way.
5. The Swim Team shall be responsible for sanitizing and straightening chairs, removing any debris and clean the pool deck, locker rooms/restrooms (from any additional impacts), sidewalk, and parking lot after each practice/lesson session, as warranted.
6. At all times that the facility is open to the public, ~~two lanes~~ shall be reserved for recreational lap swimmers. In the event the ~~two lanes~~ reserved for recreational lap swimmers is filled, Swim Team shall collapse so that a ~~third~~ lane is available to the public. Other restrictions may apply during the COVID-19 public health emergency, or as otherwise required by the District.
7. Swim Team roster must be provided to the District at least seven (7) days prior to the first day of commencing swimming practices. The roster must include all coaching staff.
8. ~~Swim team meets will be limited to virtual meets and no outside teams~~ are permitted for the summer of 2021.
9. No outside vendors may be brought in during the summer of 2021. Any future vendor use shall be as permitted by the General Manager.
10. All swimmers on the Swim Team must be capable of swimming a minimum of twenty-five yards continuously. For the summer of 2021 program, the Swim Team is committed to having 4-8 coaches or other staff/volunteers on deck at all times to ensure social distancing and safety.
11. Swim Team size is limited to no more than ~~ninety~~ (90) participants, provided however that Swim Team is responsible for enforcing social distancing requirements. Swim Team may include non-resident participants; however, District residents must ALWAYS be given priority in Swim Team admittance. No prospective resident swim team member may be denied admittance unless he or she fails the swim test required for participation.
12. Proof of insurance must be provided to the District prior to practices/programs beginning.
13. Swim Team contract with the District must be signed and provided to the District prior to practices/programs beginning.
14. Swim Team is responsible for and must ensure that, prior to registration and/or payment with the Swim Team, each prospective resident Swim Team member demonstrates proof of residency and/or shows proof of a current and unexpired User Access Card. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy. ALL program participants, resident and non-resident, must complete waiver and release and must be fully covered by Swim Team's insurance. Swim Team shall further be responsible for clear and concise communication to parents and swimmers about COVID-19 requirements and practice adherence at all times.
15. The Swim Team is required to have a person certified in American Red Cross Lifeguarding and CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices/programs. All minors must be supervised at all times.

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EIGHTH ORDER OF BUSINESS

Turnbull Creek

Community Development District

475 West Town Place, Suite 114, St. Augustine, FL 32092
Phone: 904-940-5850 Fax: 904-940-5899

March 15, 2021

Clint Lynch
St. Johns County Public Works Department Traffic Engineering
2750 Industry Center Road
St. Augustine, FL 32084

Re: Turnbull Creek Community Development District Neighborhood Traffic Calming Program (NTCP)

Dear Mr. Lynch:

Request inclusion in the Traffic Calming Program for the Turnbull Creek Community Development District. Please include the following roads in the survey:

- Verona Way: Speed issues, stop compliance issues particularly with intersections at SR 16 and East/West Terranova
- San Giacomo: Stop compliance issues particularly the intersection at SR 16 and at Porta Rosa Circle
- E Positano Avenue: Speed issues on entire road and roundabout
- Porta Rosa Circle: Speed issues on entire road and roundabout
- Terracina Drive: Speed issues on entire road
- Toscana Lane: Speed issues on entire road

Thank you for your attention to this request. Should you have any questions or concerns, please feel free contact me at the number above.

Sincerely,



Ernesto Torres
District Manager

Cc: Marilee Giles (District Manager)

TENTH ORDER OF BUSINESS

B.

April 20, 2021

Turnbull Creek CDD
Attn: Sarah Sweeting, Recording Secretary
c/o Gov't. Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear Ms. Sweeting:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Turnbull Creek CDD

2,181 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2021.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

C.

1.

Turnbull Creek Community Development District

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

Memorandum

Date: May 11, 2021
To: Turnbull Board of Supervisors
Ernesto Torres, Richard Whetsel
From: Jerry Lambert, Operations Manager
Erick Hutchison, Amenity Manager
Re: Turnbull Creek CDD
Monthly Murabella Operations Report

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

Site Field Manager: Jerry Lambert

1. Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
2. Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
3. Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
4. Meeting with Duval (Mike Johnson) in regard to landscaping issues and updates.
5. Communications with Josh Boucher (Duval) with irrigation leaks as they occurred for repairs.
6. Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
7. Auditing / Documentation of Duval Landscaping.
8. Power washed, white fence in Pescara, pool deck, pool slide tower, pool furniture, sidewalk & curbs from Positano Ave to amenity center and the basketball court.
9. Replaced bad pool pump motor on mushroom pump.
10. Replaced all bad lights on property (4) total.
11. Reinstalled dog station run over by vehicle.
12. Replaced 4 swings at 2 playgrounds and one slide in Pescara playground.
13. Proposals for board to approve / not approve.

11-a. (Mulch for (3) Playgrounds)

1. Certified wood mulch for (3) playgrounds (Duval quote # 12498) total = \$5,700.03
2. Certified wood mulch for (3) playgrounds (First Coast Mulch # 2645) total = \$4,905.00
3. Rubber mulch for (3) playgrounds (Jelly Bean Mulch # QU-2131) total = \$29,700.00 plus installation of 90,000 #'s (45 tons) & forklift rental
4. Rubber mulch black in color for (3) playgrounds (Rubberecycle # 109554 = \$12,700.00 plus installation of 64,000 #'s (32 tons) & forklift rental plus removal of existing mulch
5. Rubber mulch in color of choice for 3 playgrounds (Rubberecycle # 109555 = \$ 17,500.00 plus installation of 64,000 #'s (32 tons) & forklift rental plus removal of existing mulch

11-b. (10' High Tennis Court Fence & locking entrance gates x2)

1. Armstrong Fence Co. / Quote # Fence Quote / \$10,386.01
2. St Augustine Fence Co / Quote # 11135 / \$10,500.00
3. Fenced Up / Quote #'s 010124 & 010129 / \$8,798.00

11-c. (Playground Drinking Fountain)

1. Oasis P5CP (Refrigerated Fountain) Original replacement / \$786.56
2. Global Industrial (Non refrigerated fountain & bottle filler) / \$3,009.87
3. Pro Drinking Fountains (Non refrigerated & bottle filler) / \$3,341.68

11-d. (Hoover Pump Systems Rain Gage)

1. Hoover Pumping Systems / Quote # SPN94463 / \$830.87

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Approval for Joy of Tennis academy
- Approval for Air and Surface PRO+
- Discussion of Covid 19 protocol in the fitness room

Other Ongoing Projects: Site

●

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.

Riverside Management Services

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



Murabella

Field Operations Manager Report

Date: 3/9/2021 Submitted by Jerry Lambert



- Power Washed Fence in Pescara



- Replaced cracked playground slide in Pescara and swings (4) total.



- Pressure Washing of all curbs and sidewalks at the amenity center to Positano Ave.



- Repair and replaced bad Mushroom pump motor.


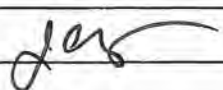
3.

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 13/01/21
1.0 Maintenance	Page 1 of 2	
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1 - 5	✓	
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	Treated creek weeds in walking paths
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	
Friday - Outer berms off of SR16 & Pacetti Rd	✓	Trimmed grasses / lined in ruts from mechanical trucks.
1.2 String Trimming		
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	✓	
1.3 Edging		
All hardscape and paved trails at each mowing cycle	✓	
1.4 Blowing		
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control		
Weeding of plant beds, all natural areas and berms.	✓	
Pre & Post emergents applied at appropriate times.	✓	Treated mulch beds with pre-emergent
1.6 Pruning		
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	
Trees (crape Myrtles) shall be pruned when dormant (winter)	✓	Crapes thinned out & listed.
Palms trimming shall be done one time per year (June/July)		
1.7 Berms		
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	✓	Removal of debris & dead limbs
Weeds to be removed / treated year round as needed	✓	Sprayed all berms
2.0 Pesticide Application		
2.1 Turf Pest Control		
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	✓	Treating ant mounds daily
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	
2.2 Shrub & Tree Pest Control		

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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Shrubs & Trees Pest Control inspected bi-weekly		
3.0 Fertilization		
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	Treating and Applying granular on grasses after they are trimmed
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	✓	Oaks along Positano Roadway were liquid fertilized
Seasonal annuals fertilized on 30 day cycles	✓	New Annuals installed
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth	✓	Pine straw will begin March 12.
6.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	✓	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installation)	✓	
Pacetti Rd / Terrancina Dr (85 plants per installation)	✓	
Main entrance at Pacetti Rd (215 plants per installation)	✓	
Amenity center beds and roundabout (612 plants per installation)	✓	
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Duval): 		Signature (Operations Manager): 

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 13/08/21
1.0 Maintenance	Page 1 of 2	
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week	Comments	
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1 - 5	-	Spot mowed where needed
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	Crack weeds treated along walking paths
Thursday - Rugosa Field / Pond Banks #10, 11, 12, 13, 14,	X	
Friday - Outer berms off of SR16 & Pacetti Rd	X	More cuts were required from electrical trucks.
1.2 String Trimming	Comments	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	X	
1.3 Edging	Comments	
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing	Comments	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control	Comments	
Weeding of plant beds, all natural areas and berms	X	Berms sprayed for weeds
Pre & Post emergents applied at appropriate times		
1.6 Pruning	Comments	
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	X	
Trees (crape Myrtles) shall be pruned when dormant (winter)	X	Crape thinned out & listed
Palms trimming shall be done one time per year (June July)		
1.7 Berms	Comments	
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	X	Weeds sprayed on berms PINE STRAW STARTS 3/12/21
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application	Comments	
2.1 Turf Pest Control	Comments	
Turf inspected weekly and spot treated (As Needed)	X	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	Ant mounds spot treated in San Martin
2.2 Shrub & Tree Pest Control	Comments	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

3/8/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	X	
3.0 Fertilization	X	X X X X X X X X X X
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers To be completed in 4 rounds (March, May, September & November)		March 19 th
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	X	10-10-10
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	X	
4.0 Irrigation (All Inclusive Package) Guidelines	X	X X X X X X X X X X
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	X	
Note: This contract shall include the following at N/C Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.	X	
5.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	X	
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth	X	
6.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	X	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installation)	X	
Pacetti Rd / Terrancina Dr (85 plants per installation)	X	
Main entrance at Pacetti Rd (215 plants per installation)	X	
Amenity center beds and roundabout (612 plants per installation)	X	
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Duval): ME <i>[Signature]</i>		Signature (Operations Manager): <i>[Signature]</i>

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 13/15/21
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas / amenity Ponds # 1- 5	✓	Cutting every Friday for Soccer.
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16		No Pond mowing / too wet / win damage
Wednesday - Pescara Fields & playground areas / Ponds # 1 - 5	✓	Cutting every Friday for Soccer
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,		No Pond mowing / too wet / win damage
Friday - Outer berms off of SR16 & Pacetti Rd	✓	Applied pre-emergent
2. String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	✓	
3. Edging		Comments
Hardscape and paved trails at each mowing cycle	✓	Some Areas in Saw Marsh / too wet
4. Blowing		Comments
Hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
5. Weed Control		Comments
Pre and Post emergents applied at appropriate times	✓	
6. Pruning		Comments
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	
Trees (crape Myrtles) shall be pruned when dormant (winter)	✓	Removing moss in trees
Palms trimming shall be done one time per year (June July)		
7. Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	✓	Continue to trim grasses
Debris to be removed / treated year round as needed	✓	
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)	✓	
Ant, mole & cricket control can be requested once a year documentation shall be given to owner for proof & chemical	•	
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with other products (Not Top Choice) as needed	✓	
2 Shrub & Tree Pest Control		Comments

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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Shrubs & Trees Pest Control inspected bi-weekly		
3.0 Fertilization		
3.1 Turf Areas		Comments
All lawn areas (entrances, amenity center & mail kiosks) are fertilized with granular slow release fertilizers	✓	Application completed as well as a pre-emergent
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with granular slow release nitrogen source in 2 rounds (March & September)	✓	Trees declining in parks around walking paths. Trees planted incorrectly and have been declining since we have had control.
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	✓	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C lateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering. These are to be completed within 24 hours of notification.	✓	
Note: Things that fall outside the contract are the water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
4.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		Mulch / separators Brown to be installed April / Rain delays
One straw to be applied to all berm areas twice a year (March & September) 3" depth	✓	Pine straw on berms begin
4.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August, September, December)	✓	Annuals fertilized & weeded.
Areas of seasonal color are:		
116 / San Giacomo entrance (420 plants per installation)	✓	
Pacetti Rd / Terracina Dr (85 plants per installation)	✓	
Main entrance at Pacetti Rd (215 plants per installation)	✓	
Amenity center beds and roundabout (612 plants per installation)	✓	
Christmas color display of poinsettias at amenity center entrance at the holidays		
Signature (Duval): ME JH		Signature (Operations Manager): Jor

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 13/22/21
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas amenity Ponds # 1- 5	✓	mowed on Fridays for Soccer
Tuesday Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	Right ways mowed ponds too wet to mow
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	Mowed on Fridays / ponds wet.
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	Regus mowed / ponds too wet
Friday - Outer berms off od SR16 & Pacetti Rd	✓	
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs	✓	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	✓	Some paths under water in San Marino
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms Pre & Post emergents applied at appropriate times	✓	Quick pm Applied
1.6 Pruning		Comments
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	
Crees (crape Myrtles) shall be pruned when dormant (winter)	✓	
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once year at the same time pine straw is put down (Yearly)	✓	Grasses continued to be trimmed
Weeds to be removed / treated year round as needed	✓	
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda passes		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	
2.2 Shrub & Tree Pest Control		Comments

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

3/22/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	✓	
3.0 Fertilization		
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	Completed with 24/0/11
to be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	✓	
Seasonal annuals fertilized on 30 day cycles		
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)		Comments
Inspect controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C lateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering these are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract are the water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
4.0 Mulching		Comments
Amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	✓	
Straw to be applied to all berm areas twice a year (March & September) 3" depth	✓	Being Applied / next delivery 4/1
4.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)		
Areas of seasonal color are:		
16 / San Giacomo entrance (420 plants per installation)		Completed.
Pacetti Rd / Terracina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsettia's at amenity center entrance at the holidays		
Signature (Duval): ME 		Signature (Operations Manager): 

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 4/5/21
1.0 Maintenance		Page 1 of 2
Growing Season Only (April 1st - October 31st)		
1.1 Mowing (by Friday of each week) 5 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1 - 5	✓	A few pond banks were wet. We used the 36" mower
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	
Friday - Outer berms off of SR16 & Pacetti Rd	✓	
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	✓	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	✓	Edging of all walkways / paths
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms Pre & Post emergents applied at appropriate times	✓	East Berm was been too wet to get vehicle to remove debris
1.6 Pruning		Comments
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	
Trees (crape Myrtles) shall be pruned when dormant (winter)	✓	
Palms trimming shall be done one time per year (June July)	✓	
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	✓	Berms are being sprayed with pre emergent / More pine straw coming
Weeds to be removed / treated year round as needed	✓	
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)	✓	Cornish weed and sedge were sprayed
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	✓	
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses	✓	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	
2.2 Shrub & Tree Pest Control		Comments

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

4/5/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	✓	
3.0 Fertilization	✗	✗
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	Turf Fertilized with 23-0-10
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	Plants Fertilized with 8-10-10
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	✓	
Seasonal annuals fertilized on 30 day cycles		
4.0 Irrigation (All Inclusive Package) Guidelines	✗	✗
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C ateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
4.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	✓	Brown mulch & pine straw are being addressed
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth	✓	
4.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	✓	
Areas of seasonal color are:		
R16 / San Giacomo entrance (420 plants per installation)	✓	
Pacetti Rd / Terrancina Dr (85 plants per installation)	✓	
Main entrance at Pacetti Rd (215 plants per installation)	✓	
Amenity center beds and roundabout (612 plants per installation)	✓	
Christmas color display of poinsettia's at amenity center entrance at the holidays	✓	
Signature (Duval): 		Signature (Operations Manager): 

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 4/12/21
1.0 Maintenance	Page 1 of 2	
Growing Season Only (April 1st - October 31st)		
1.1 Mowing (by Friday of each week) 5 days / week		
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse area Amenity Ponds # 1 - 5	✓	
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	
Friday - Outer berms off of SR16 & Pacetti Rd	✓	
1.2 String Trimming	Comments	
Trimming around all obstacles at every mowing cycle to include benches on pond side, light poles, trees & shrubs	✓	
1.3 Edging	Comments	
Edging hardscape and paved trails at each mowing cycle	✓	
1.4 Blowing	Comments	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control	Comments	
Weeding of plant beds, all natural areas and berms	✓	
Pre & Post emergents applied at appropriate times	✓	
1.6 Pruning	Comments	
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	Mail Kiosk Area plants cut back. All Nellies trimmed
Trees (crape Myrtles) shall be pruned when dormant (winter)	✓	
Palms trimming shall be done one time per year (June/July)	✓	
1.7 Berms	Comments	
Berms to be cleaned, weeded and manicured, grasses trimmed once year at the same time pine straw is put down (Yearly)	✓	
Weeds to be removed / treated year round as needed	✓	
2.0 Pesticide Application		
2.1 Turf Pest Control		
Turf inspected weekly and spot treated (As needed)	✓	Army worms treated along Pacetti Rd.
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	Ant mounds treated
2.2 Shrub & Tree Pest Control	Comments	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

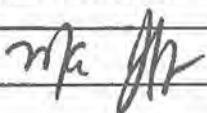
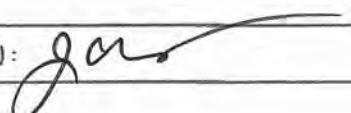
4/12/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	✓	
3.0 Fertilization	✗	✗
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	Plants and trees treated w/ 8-10-10 granular
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles		
4.0 Irrigation (All Inclusive Package) Guidelines	✗	✗
Bi-Weekly Inspections (26 per year)	✓	Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C lateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering these are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract the water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
4.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	✓	Brown mulch installed
Straw to be applied to all berms areas twice a year (March & September) 3" depth	✓	
4.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)		
Areas of seasonal color are:		
R16 / San Giacomo entrance (420 plants per installation)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsettia's at amenity center entrance at the holidays		
Signature (Duval): 		Signature (Operations Manager): 

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 4/19/21
1.0 Maintenance	Page 1 of 2	
Growing Season Only (April 1st - October 31st)		
1.1 Mowing (by Friday of each week) 5 days / week		
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / C ubhouse areas Amenity Ponds # 1 - 5	✓	
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	Use of 36" mower on ponds
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	
Friday - Outer berms off of SR16 & Pacetti Rd	✓	
1.2 String Trimming		
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	✓	
1.3 Edging		
All hardscape and paved trails at each mowing cycle	✓	
1.4 Blowing		
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control		
Weeding of plant beds, all natural areas and berms Pre & Post emergents applied at appropriate times	✓	
1.6 Pruning		
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle paths	✓	Removing of moss in trees Remove 3 fallen pine trees in berms
Trees (crape Myrtles) shall be pruned when dormant (winter)	✓	
Palms trimming shall be done one time per year (June/July)	✓	
1.7 Berms		
Berms to be cleaned, weeded and manicured, grasses trimmed once year at the same time pine straw is put down (Yearly)	✓	Apply pine straw - ON going to complete all berms -
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application		
2.1 Turf Pest Control		
Turf inspected weekly and spot treated (As Needed)	✓	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	✓	
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda masses	✓	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	
2.2 Shrub & Tree Pest Control		

4/19/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	✓	
3.0 Fertilization		
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	✓	
Seasonal annuals fertilized on 30 day cycles	✓	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C lateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
4.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	✓	
Straw to be applied to all berm areas twice a year (March & September) 3" depth	✓	
4.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)		
Areas of seasonal color are:		
R16 / San Giacomo entrance (420 plants per installation)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsettias at amenity center entrance at the holidays		
Signature (Duval): 		Signature (Operations Manager): 

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Duval)		Week Starting: 4/26/21
1.0 Maintenance		Page 1 of 2
Growing Season Only (April 1st - October 31st)		
1.1 Mowing (by Friday of each week) 5 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1 - 5	✓	
Tuesday - Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	✓	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	✓	
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	✓	
Friday - Outer berms off of SR16 & Pacetti Rd	✓	
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	✓	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	✓	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	✓	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms	✓	
Pre & Post emergents applied at appropriate times		
1.6 Pruning		Comments
Shrubs, vines and ornamental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	✓	
Creeps (crape Myrtles) shall be pruned when dormant (winter)	✓	
Palms trimming shall be done one time per year (June / July)	✓	
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once year at the same time pine straw is put down (Yearly)	✓	- on going To add more pine straw (next week)
Weeds to be removed / treated year round as needed	✓	
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)	✓	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	✓	
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses	✓	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	✓	
2.2 Shrub & Tree Pest Control		Comments

Page 2 of 2

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

4/19/21 pg 2

Shrubs & Trees Pest Control inspected bi-weekly	✓	
3.0 Fertilization		
3.1 Turf Areas		Comments
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers	✓	
To be completed in 4 rounds (March, May, September & November)		
3.2 Shrubs & Trees		Comments
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)	✓	
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	✓	
Seasonal annuals fertilized on 30 day cycles	✓	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)		Comments
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	✓	
Note: This contract shall include the following at N/C ateral line repairs, valve repair and replacement as needed, solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching		Comments
All amenity areas, roadways and roundabout mulched twice yearly March & late summer) 2" depth	✓	mulching of common grounds
Straw to be applied to all berms areas twice a year (March & September) 3" depth	✓	
6.0 Seasonal Color		Comments
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	✓	
Areas of seasonal color are:		
R16 / San Giacomo entrance (420 plants per installation)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Duval): 		Signature (Operations Manager): 

4.



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

PROPOSAL

Date	Proposal No.
02/26/21	12498

CUSTOMER

Murabella
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

DESCRIPTION

Touch Up Mulch at Playgrounds

Enhancement/Extra Services

Playground (Certified Wood) Mulch - Bulk - Installed - CY

QTY

EXT PRICE

20.00

\$5,700.03

Total:	\$5,700.03
---------------	-------------------

By _____

Lemese Graham

Date 2/26/2021

Duval Landscape Maintenance

By _____

Date

Murabella



First Coast Mulch
4672 Race Track Rd
St Johns, FL 32259
(904) 254-5366
bobbyk@firstcoastmulch.com

Estimate

ADDRESS

Riverside Management
Services
9555 Florida Mining
Blvd. W, Bldg. 300,
Suite 305
Jacksonville, Fl 32257

SHIP TO

Mirra Bella H.O.A.
165 Toscana Lane
St Augustine Fl
Jerry: 248 807 2763

ESTIMATE #

2645

DATE

03/23/2021

ACTIVITY**QTY****RATE****AMOUNT****Mulch Installation:Playground Chips**

Installation of IPEMA Certified chips
<https://www.cpsc.gov/safety-education/safety-guides/playgrounds>
101 West Postano Ave
Photo 1,2 and 3

41 45.00 1,845.00

Mulch Installation:Playground Chips

Installation of IPEMA Certified chips
<https://www.cpsc.gov/safety-education/safety-guides/playgrounds>
165 Toscano Ln
Photo 4,5 and 6

29 45.00 1,305.00

Mulch Installation:Playground Chips

Installation of IPEMA Certified chips
<https://www.cpsc.gov/safety-education/safety-guides/playgrounds>
121 East Franchetta
Photos 7,8 and 9

39 45.00 1,755.00

Thank you for the opportunity to bid your
project. We look forward to working with you
soon! Please note that there is 3% surcharge
for all credit card payments.

TOTAL

\$4,905.00

Accepted By

Accepted Date

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



QUOTE

Jerry Lambert
FLORIDA

Date
Mar 30, 2021

Expiry
Apr 29, 2021

Quote Number
QU-2131

Accounts Payable- Jelly
Bean LLC
P.O. Box 231135
NEW ORLEANS LA 70183
504-737-6396

Description	Quantity	Unit Price	Amount USD
Jelly Bean Rubber Mulch 3696 sq ft 4" depth delivered	44000.00	0.33	14,520.00
Jelly Bean Rubber Mulch 1925 sq ft 4" depth delivered	24000.00	0.33	7,920.00
Jelly Bean Rubber Mulch 1749 sq ft depth delivered	22000.00	0.33	7,260.00
Subtotal			29,700.00
TOTAL USD			29,700.00

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

QUOTE

Quote # 109554

April 22, 2021

Sales Rep: Rachel Pohrille; rachel@rubbermulch.com

Bill To:

Turnbull Creek CDD
Attention: Jerry Lambert

Saint Augustine, FL 32092

Ship To:

Turnbull Creek CDD
Attention: Jerry Lambert

Saint Augustine, FL 32092

Area To Cover: 7,348 sq. ft. at 4" deep

Quantity	Product	
1,600	Playsafer Rubber Mulch Black (unpainted) 40 Lb. bags	\$12,700.00
		Total Cost
		\$12,700.00

NOTES: 32 pallets

Available Mulch Colors: Basic Black, Royal Blue, Forest Green, Cocoa Brown, Terra Cotta Red
Playsafer rubber mulch exceeds ASTM Standard F-1292, is ADA Compliant and IPEMA Certified.

Delivery will be via tractor trailer. A large turning area is required for access by tractor trailer.

Customer is responsible to unload 2,000 lb pallets from the trailer, using a forklift and pallet jacket or similar.

Please send us your authorization to charge your credit card for the amount of \$12,700.00
so that we may continue to process your order.

Credit Card Number	Exp. Date	CVV	Billing Address	City	State	Zip
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Preferred Date of Delivery	Delivery Contact Person	Delivery Contact Phone	Alternate Phone
----------------------------	-------------------------	------------------------	-----------------

Quote is valid through May 22, 2021

Customer signature is required to process this quote as an order. Please email or fax to (855) 856-5238

Accepted by: _____

Customer name

Customer signature

Prices do not include installation. Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding affect". Please check all local & state guidelines, recommendations and applicable laws governing the use of safety surface materials in and around play equipment. Playsafer is guaranteed to be 99.9% free of steel, by weight. All sales final. All deposits are non-refundable. Rubberecycle will not be responsible for any loss or injury resulting from defects in the goods sold or use. Buyer agrees to Rubberecycle harmless of and from any liability which may be asserted against Rubberecycle by virtue of any suit or claim of any kind arising out of, connected with or resulting from the purchase, sale, use of consumption of the goods by the Buyer or any subsequent user of the goods. Buyer shall pay any judgements rendered against Rubberecycle as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle in defending any action brought against Rubberecycle as a result thereof, including attorney fees and expenses, expert witness fees, and court costs. The validity, construction and interpretation of these terms and conditions shall be governed and construed in accordance the laws of the State of New Jersey. All overdue accounts are subject to a monthly 2% rate of interest. Buyer will be responsible for a legal costs associated in collecting outstanding debts.

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

QUOTE

Quote # 109555

April 22, 2021

Sales Rep: Rachel Pohrille; rachel@rubbermulch.com

Bill To:

Turnbull Creek CDD
Attention: Jerry Lambert

Saint Augustine, FL 32092

Ship To:

Turnbull Creek CDD
Attention: Jerry Lambert

Saint Augustine, FL 32092

Area To Cover: 7,348 sq. ft. at 4" deep

Quantity	Product	
1,600	Playsafer Rubber Mulch Color 40 Lb. bags	\$17,500.00
Total Cost		\$17,500.00

NOTES: 32 pallets

Available Mulch Colors: Basic Black, Royal Blue, Forest Green, Cocoa Brown, Terra Cotta Red
Playsafer rubber mulch exceeds ASTM Standard F-1292, is ADA Compliant and IPEMA Certified.

Delivery will be via tractor trailer. A large turning area is required for access by tractor trailer.

Customer is responsible to unload 2,000 lb pallets from the trailer, using a forklift and pallet jacket or similar.

Please send us your authorization to charge your credit card for the amount of \$17,500.00
so that we may continue to process your order.

Credit Card Number	Exp. Date	CVV	Billing Address	City	State	Zip
--------------------	-----------	-----	-----------------	------	-------	-----

Preferred Date of Delivery	Delivery Contact Person	Delivery Contact Phone	Alternate Phone
----------------------------	-------------------------	------------------------	-----------------

Quote is valid through May 22, 2021

Customer signature is required to process this quote as an order. Please email or fax to (855) 856-5238

Accepted by: _____

Customer name

Customer signature

Prices do not include installation. Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding effect". Please check all local & state guidelines, recommendations and applicable laws governing the use of safety surface materials in and around play equipment. Playsafer is guaranteed to be 99.9% free of steel, by weight. All sales final. All deposits are non-refundable. Rubberecycle will not be responsible for any loss or injury resulting from defects in the goods sold or use. Buyer agrees to Rubberecycle harmless of and from any liability which may be asserted against Rubberecycle by virtue of any suit or claim of any kind arising out of, connected with or resulting from the purchase, sale, use or consumption of the goods by the Buyer or any subsequent user of the goods. Buyer shall pay any judgments rendered against Rubberecycle as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle in defending any action brought against Rubberecycle as a result thereof, including attorney fees and expenses, expert witness fees, and court costs. The validity, construction and interpretation of these terms and conditions shall be governed and construed in accordance with the laws of the State of New Jersey. All overdue accounts are subject to a monthly 2% rate of interest. Buyer will be responsible for all legal costs associated in collecting outstanding debts.

5.



April 21, 2021

FENCE QUOTE

To: Jerry Lambert
Job: Murrabella Community
Address: 101 W Positano Ave, St. Aug, 32092

Subject: Tennis court fence and gates

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

- TO INCLUDE:
 1. Provide and Install (160ft) of 10' tall commercial grade chain-link along sides of tennis court.
 - chain-link to be 9ga finish black vinyl coated
 - line post to be 2-3/8" ss-40 black vinyl coated
 - top rail to be 1-5/8" ss-40 black vinyl coated
 - bottom tension cable to be 7ga black vinyl coated
 2. Remove existing 4' chain-link and haul away.
 3. Provide and Install (2) 4' wide by 6' tall locking single swing gates.
 - gates to have welded in lock box
 - gates to have double sided simplex mechanical latch for 4-digit pin code
 4. Remove and Haul away existing gates.

Price for turnkey installation: \$10,386.01

- This quote is only good till May 21, 2021
- Standard Exclusions: Removal, Staking, Grading, Grounding, Clearing, Bollards, Intercom Devices, **Intercom Wiring & Conduits, High & Low Voltage Wiring / Conduits**, Concrete (other than post foundations), any other item not specifically listed, and Padlocks.

Any Questions please feel free to call at 904-330-6594

Accepted by

Date

Andrew Williamson
Armstrong Fence Co
3226 Talleyrand Ave
Jacksonville, FL 32206
Cell Phone: 904-330-6594
Email: awilliamson@armstrong-fence.com

St Augustine Fence & Outdoor Construction

4701 State Road 16 St Augustine, FL 32092
904-687-6087 Office
License # BL-5361
www.outdoorconstruction.net

PROPOSAL/CONTRACT

Date	Proposal/Contract #
4/1/2021	11135

Customer
Jerry Lambert 248-807-2763

Description	Total
Remove The Existing 4' Tall Fence and Replace with 10' Tall Black Vinyl Coated Chainlink Fence *9 Gauge fabric * Sch 40 posts * 2 1/2" line Posts (2)- 4' Wide Gates with Simplex Coded Locks 50% Deposit 50% Due Upon Completion Due to unforeseen Price increases, Price valid until April 5th	10,500.00

By execution of this document, Buyer acknowledges that he/she has read and understands the terms & conditions set forth. CUSTOMER MUST ASSUME RESPONSIBILITY FOR PLACEMENT OF FENCE unless all survey pins are uncovered. St Aug. Fence Inc. will assist in locating pins if survey is provided. All material will remain property of St Aug. Fence Inc until paid in full. There will be a \$75 per hr to cut back any large debris above or below ground. ST AUG. FENCE INC. IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND OBSTRUCTIONS SUCH AS UTILITIES, SPRINKLER LINES, PIPES, ETC. Customer will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once proposal is signed, this is a binding contract. Proposal is valid for 5 days. CANCELLED ORDERS WIL BE SUBJECT TO A 50% RESTOCKING FEE. Payment Terms: 50% Deposit & Balance Due on Completion There is a 3% Convenience Fee to pay by credit card.

Total \$10,500.00

Signature _____

ESTIMATE



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

Fenced Up

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

Phone: (904) 540-5595

Email: info@fencedup.com

Web: www.fencedup.com

Estimate # 010124
Date 11/09/2020

Description	Total
Murabella Tennis Court Commercial Chainlink 160ft Black Vinyl	\$6,883.00
(2)-Convert Exterior Chain link fence from 4 ft to 10 ft Convert 160 lf of 4ft Chainlink to 10ft - tie into existing fence line. Add 160 ft of new Commercial grade posts, wire and hardware.	
Includes: Material and labor included.	
- Removal and Dispose of Existing Fence 160ft	\$375.00
Remove Existing fencing includes dump fees	

Subtotal	\$7,258.00
Total	\$7,258.00
Deposit Due	\$4,000.00

Location of Fencing

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

Underground Utilities

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

ESTIMATE



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

Fenced Up

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

Phone: (904) 540-5595

Email: info@fencedup.com

Web: www.fencedup.com

Estimate #

010129

Date

11/09/2020

Description

Total

Bulldog Walk Through or Pedestrian Gate Lock Option 1

\$755.00

Designed for horizontal use on Walk Through or Pedestrian Gates. The Bulldog is an affordable solution for protecting swimming pool areas, playgrounds, tennis courts, boat docks, etc., from unwanted access.

Bulldog "Walk-Thru" Security Gate Lock with Keypad: Similar to the Automatic Gate Lock but designed for horizontal use only on walk-through gates without automatic openers. Integrates into existing access control systems; card readers, keypads, telephone entry system, etc. Runs on 4 "AA" batteries (included). 25 code digital keypad included. Fail secure system with keyed manual override release. Powder coated steel housing proven to withstand up to 3500 lbs. (1587.6 kg) of force. Basic mounting hardware (bolt on or weldable) and push button remote mounted control is included in lock kit.

Additional Keypad (F310) can be used to replace the the Pushbutton for exit. Add \$125

Commercial Exterior Keyless Mechanical Latch Door Lock Option 2

\$785.00

For outdoor use.

Features

Pick Proof

1 1/8" Backset

5/8" Throw

Can Be Set To Lock Every Time Door Closes

Can Remain Unlocked With The Passage Function

Heavy Duty, Security

Bump Proof

For Right Or Left Handed Doors/Changeable Handling

Combination Is Easily Changed

Combination can be 2-7 digits in length with tumblers provided.

Includes Material & Installation

TOTAL = \$1,540⁰⁰

6.

All ▾ refrigerated drinking fountain

essentials »

Supporting: Fruit Cove Baptist Church

Deliver to Jerry
Elkton 32033

Departments

Buy Again

EN

Hello, Jerry
Account for Turnbull Creek

Lists

Try
Business Prime

0

Amazon Home

Shop by Room

Discover

Shop by Style

Home Décor

Furniture

Kitchen & Dining

Bed & Bath

Garden & Outdoor

Home Improver

amazon pharmacy

Your medication, delivered

Learn more »



Back to results



Roll over image to zoom in



Oasis P5CP Freestanding Refrigerated Drinking Fountain, Stainless Steel

Visit the Oasis Store

7 ratings

Price: **\$786.56**

Get \$100 off: Pay \$686.56 upon
approval for the **Amazon Business
Card**. Terms apply.

Eligible for **amazon smile** donation.

Color: **Stainless Steel**



\$644.06



\$644.06



\$786.56

- **Refrigerated Drinking Fountain:** This freestanding refrigerated water fountain delivers 5 gallons of chilled water per hour. Waterways are lead free in materials and construction
- **Durable Construction:** This fountain features a stainless steel top, a heavy gauge steel cabinet with separate galvanized steel base and a high efficiency cooling tank and coil. Refrigerant R 134a
- **Smart and Sanitary Design:** This cooler features a bubbler with activation lever and a basin designed to eliminate splashing and standing water
- **Clean, Refreshing Water:** We provide drinking water free from metals with our point of use filtration equipment (when installed) and drinking fountains
- **Drinking Water Solutions:** For over 100 years, OASIS has innovated some of the world's best clean drinking water solutions. We're the recognized worldwide leader of bottled and pressure water coolers

\$786.56

FREE delivery: **June 4 - 21**

Deliver to Jerry - Elkton 32033

Usually ships within 3 to 5 weeks.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from **Oasis Watercoolers**

Sold by **Oasis Watercoolers**

Add to List

Add to Registry & Gifting

Share

Have one to sell?

Sell on Amazon

EXAMPLE #1

(EXAMPLE #2)

Global Industrial

Garden & Outdoor ▾ Enter keyword or product numl

Flexible wholesale. Learn more

Supporting: Fruit Cove Baptist Church

Deliver to Jerry
Elkton 32033

Departments

Buy Again

EN

Hello, Jerry
Account for Turnbull Creek

Lists

Try
Business Prime

0

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improver

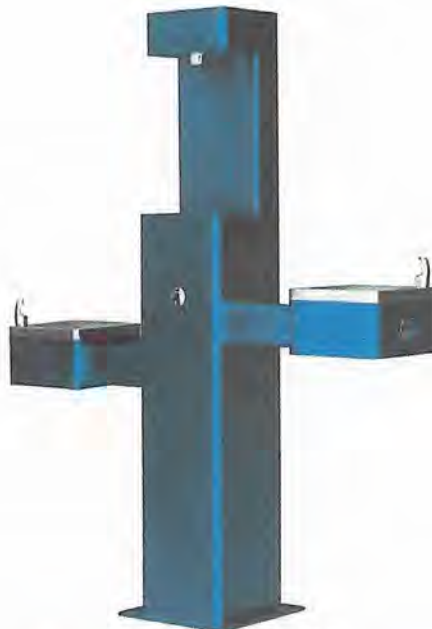
amazon pharmacy

Your medication, delivered

Learn more >



Patio, Lawn & Garden > Outdoor Décor > Fountains > Freestanding



Roll over image to zoom in



Global Industrial Outdoor Bottle Filling Station & Bi-Level Drinking Fountain, Blue Powder Coat

Brand: Global Industrial

Price: \$3,009.87

Get \$100 off: Pay \$2,909.87 upon
approval for the Amazon Business
Card. Terms apply.

Color Blue
Material Stainless Steel 316
Brand Global Industrial
Item 135 Pounds
Weight

About this item

- Features two drinking fountain stations with bubblers and one bottle filling station
- ADA compliant
- No electrical power required
- Easy push-button bubbler activation

Share

\$3,009.87

FREE delivery: May 3 - 7

Deliver to Jerry - Elkton 32033

In stock.

Usually ships within 2 to 3 days.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from IndustrialSupplies

Sold by IndustrialSupplies

Add to List

Have one to sell?

Sell on Amazon

Product description

Outdoor Bottle Filling Stations are constructed of corrosion resistant 316 stainless steel to withstand blazing sun, wet weather and wear. Vandal resistant bubbler features a hood guard to prevent contamination and tampering. Features two drinking fountain stations with bubblers and one bottle filling station. Bottle filler provides a quick fill and an environmentally friendly solution that reduces use of disposable plastic bottles. Anti-theft screws secure the access compartments. No electrical power required. Push button activation for ease of use. Fountain is rated for inlet water pressure of 20-105 PSI. ADA compliant. Attractive Blue powder coat finish. Ideal for outdoor recreational areas, school campuses, office complexes, golf courses and more., Lot of 1

Product information

Package Dimensions	51 x 37.5 x 14.5 inches
Item Weight	135 pounds

Warranty & Support

Product Warranty: For warranty information about this product, please click [here](#)

Manufacturer	Global Industrial
ASIN	B0876CBZ2F
UNSPSC Code	48101700

Feedback

Would you like to [tell us about a lower price?](#)

What are you looking for?

SEARCH 



PRO
Drinking Fountains

[HOME](#) > [BY STYLE](#) > [NON-REFRIGERATED](#)

EXAMPLE #3




Elkay LK4420BF1L EZH2O Outdoor Drinking Fountain and Bottle Filling Station, Tubular Pedestal, ADA, Non-Refrigerated

Lead Time for Evergreen: 10-20 business days - special colors: 15-30 business days (Due to Covid and an unprecedented surge in orders, lead times may be extended)

Our Price: \$3,341.68

List Price: ~~\$6,179.00~~ | Savings: \$2,837.32

SKU: LK4420BF1L

Availability:  In Stock

CHOOSE YOUR PRODUCT OPTIONS:

Choose Color Option:

Standard Evergreen [EVG]

Color Options Policy:

☐ I understand special color fountains are non-returnable and non-cancelable. (Evergreen is standard).*

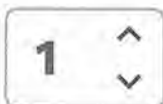
Optional Accessories:

☐ Locking Hose Bib [Add \$672.28] - LK4471LHB-

☐ Direct Bury Kit [Add \$638.91] - 97890C

Non-Refrigerated Acknowledgement:

☐ I understand I am ordering a non-refrigerated unit.*



Add To Cart

PRODUCT INFORMATION

7.



Proposal

Proposal# SPN94463
Proposal Date: 3/15/2021
Valid Until: 4/14/2021

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 855-365-PUMP (7867)

Customer # 8349
Turnbull Creek CDD
Attn: Margaret Bronson
475 West Town Place
St. Augustine, FL 32092
Tel: 248-807-2763 Fax:

Job Site: 8522
Murabella Pump System Replaces ID4782
101 West Positano Ave
St. Augustine, FL 32092
Tel: Contact:
Model# HC2F-25PDV-208/3-MR3L-Z

Nature of Service:

S/O – Rain Gauge Installation
Revised from 09/24/2020 & 05/04/2020

During our maintenance visit on March 12, 2021, our technician Tony observed that this station is still in need of a rain bucket installation, for improved rain sensor functionality.

The installation of a Flowguard rain sensor will promote water and energy conservation by preventing irrigation during periods of rain.

The Rain Gauge will close the Flowguard shutoff valve upon reaching the Sensor Rain amount setting and will re-open the shutoff valve upon drying out.

The Flowguard Rain Sensor assembly will optionally send an E-mail upon automatic activation, allows remote monitoring on the Flowguard screen of Rain Sensor activation, and allows remote override of the Rain Sensor through the Internet if necessary.

Hoover proposes the following:

- Furnish and install all material and labor for one Rain Sensor assembly and auto sensory controls.
- Connect to existing panel PLC controller.
- Upgrade PLC program to activate this feature.

Features/benefits of Rain Gauge:

- Remotely adjustable Shutoff and Restart levels, and remotely settable drying rate.
- Measurement of rainfall, with one-hundredth of an inch resolution.
- Recording of daily rainfall amounts - rainfall reports to be added soon.
- Display of the day's total rainfall.
- Display of estimated time to restart when system shuts-down due to rain.

Sub Total: \$830.87

Grand Total: \$830.87

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas.

Accepted By:

Accepted By:



Proposal

Proposal# SPN94463
Proposal Date: 3/15/2021
Valid Until: 4/14/2021

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 855-365-PUMP (7867)

Hoover Pumping Systems, Corp.

A handwritten signature in black ink, appearing to read "Nakaye Allen", written over a horizontal line.

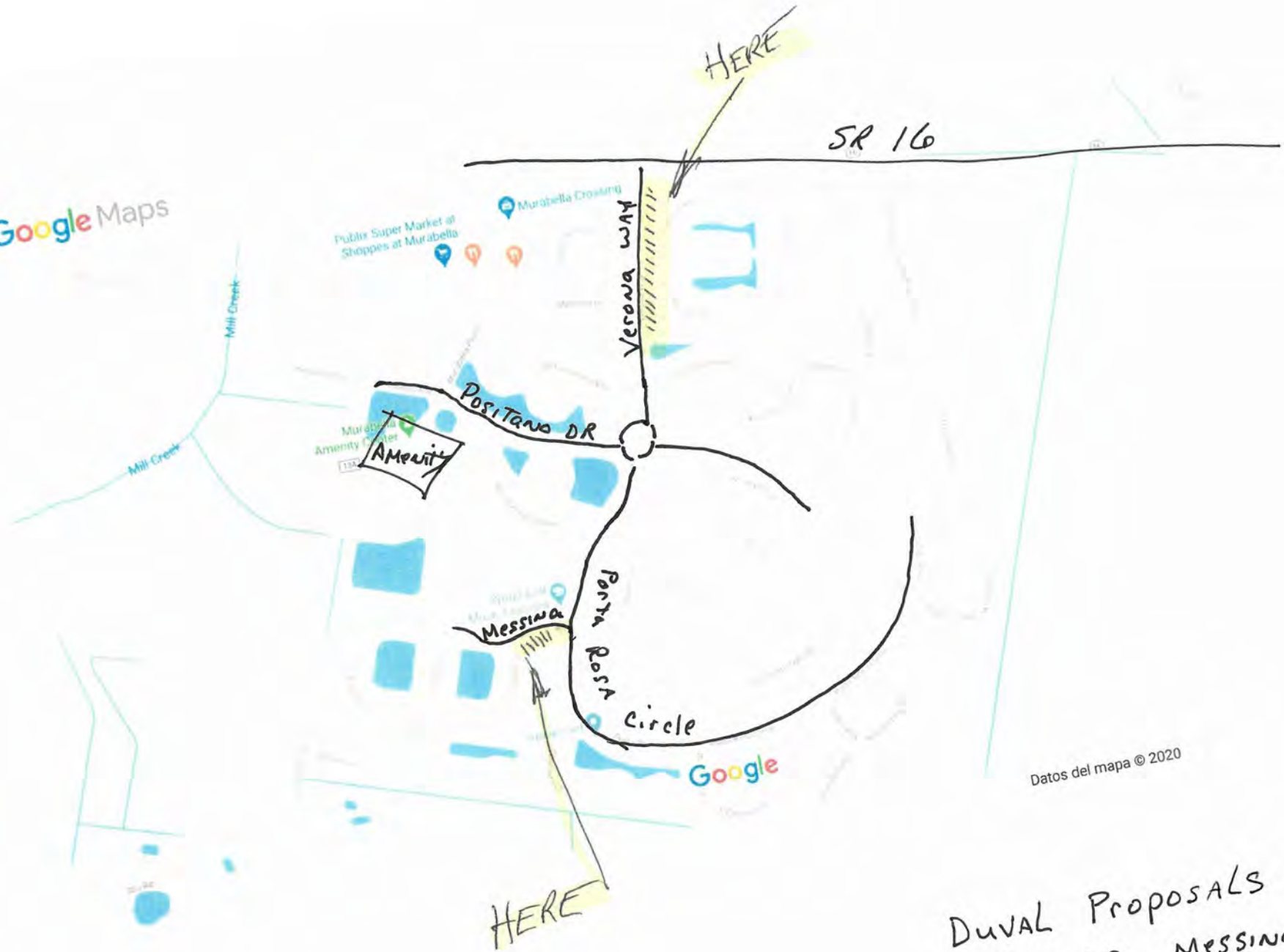
Nakaye Allen

Turnbull Creek CDD

Signature/ Printed Name/ Date

8.

Google Maps



Duval Proposals (2)
7792 Messina DR.
7793 Verona Way



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

PROPOSAL

Date	Proposal No.
08/18/20	7792

5-5-2021

CUSTOMER

Murabella
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

DESCRIPTION

Aerate Side of Road at Messina dr and seed with Bahai seed

Enhancement/Extra Services

Bahia grass seed

Total:	\$800.75
---------------	-----------------

By _____

Lemese Graham

Date 6/18/2020

Duval Landscape Maintenance

By _____

Date

Murabella



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

PROPOSAL

Date	Proposal No.
06/18/20	7793

5-5-2021

CUSTOMER

Murabella
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

DESCRIPTION

Aerate Field Area along Roadway at San Marino and seed with Bahai seed

Enhancement/Extra Services

(Verona way)

Bahia grass seed

Total:	\$5,003.75
--------	------------

By _____

Lemese Graham

Date 6/18/2020

Duval Landscape Maintenance

By _____

Date _____

Murabella

9.

day

DOG POT STATIONS = x



TWELFTH 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, March 9, 2021 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chris DelBene	Chairman
Diana Jordan-Burks	Vice Chairperson (by telephone)
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor
Jeremy Vencil	Supervisor

Also Present were:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Jason Evert	District Engineer (by telephone)
Steve Collins	JMT (by telephone)
Jerry Lambert	Operations Manager
Erick Hutchinson	Amenity Manager

The following is a summary of the actions taken at the March 9, 2021 meeting. An audio 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 6:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Prince stated all the trees east of the mailbox on Positano are in terrible condition. I asked Jerry to go to the agricultural center and they said they were the wrong trees and will never get any better. You may want to put in small trees to get them started.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Manager (Presenter: Duval Landscape)

Mr. Lambert read into the record the maintenance items completed by Duval since the last meeting.

Mr. Vencil asked are ant hills only addressed when someone complains?

Mr. Lambert stated ant hills come to the surface when we get a lot of rain.

Mr. Vencil stated I walked all the parks in the last few days and there are ant hills on and underneath the play equipment.

Mr. Lambert stated I will address that.

B. Engineer (Presenter: JMT)

1. Consideration of Topographic Survey

Mr. Evert stated we were asked to obtain survey bids to help with the two areas, one of them started with a bid of \$16,800 for the two areas, one between the pond and the south part of the amenity center including the field area and the other one was the mailbox area near the San Giacomo Road by S.R. 16. One was for \$10,580 from Clarson & Associates and another was \$12,500 from Geomatics Corp. We would like to get permission from the board to proceed with whichever one you are comfortable with. They are both good professional companies we have worked with before.

Mr. Wing stated my preference would be to do the park because that is where the walking trails and things are. Along 16 where the mail kiosk is no one lives there and the sidewalk is a lot better based on what the county did. To me that is not a high priority at this point.

Mr. Evert stated I should probably clarify that we asked the surveyors to do both areas. The bids cover both areas. If we are no longer interested in the mail kiosk area we can go back and ask them to decrease the amount. So that we can keep things moving can we get a not to exceed amount unless you want to survey both areas for the amounts indicated.

Mr. Wing moved to approve an amount not to exceed \$8,500 to survey the park area and there being no second the motion died for lack of a second.

On MOTION by Mr. Vencil seconded by Mr. Labanowski with all in favor a not to exceed amount of \$7,000 was approved for a topographic survey of the park area, however, if cost exceeds \$7,000 the Clarson & Associates proposal of \$10,580 for the park area and San Giacomo entrance was approved with Supervisor Vencil designated to review proposals with staff.

2. Discussion 1921 Amalfi Court

Mr. Evert stated we did respond to a homeowner complaint at 1921 Amalfi Court last week and looked behind the house along with several other houses on that side of the pond and found that there was an erosion issue where there were some gully formations from the top of the yard heading down to the pond. It didn't seem that the erosion was caused by the pond but runoff from the backyards or between backyards forming gullies underneath fences and worrying away the sod in some places to various extents. I could look across the pond and saw other locations on the other side of the pond that seemed to be having the same issue. I took photos and locations of where that was occurring and brought it back to the shop to discuss what could be causing that. I wanted to make sure it was okay for us to continue pursuing that issue.

Mr. Collins stated there are several repair options for these, the cheapest of which is just to replace it with dirt and sod, but that probably won't last. Also, if there is an erosion problem in the person's backyard we can't address that, we can only address the erosion problem of the common area. The better option is to use geoweb or fleximat, which is slightly more expensive. We need your direction as to whether we should be addressing the single complaint or do an assessment and try to prioritize and provide you the overall cost to address all of these.

Mr. Evert stated I don't know how extensive this issue is on other ponds. It seems like there are a number of locations around this pond or between the pond and the backyards of these residences. I don't know if this is something occurring throughout the entire property or not.

Mr. DelBene asked where was this pond on the priority list?

Mr. Torres stated we have identified areas on Amalfi at 1913, 1917, 1925, 1929, 1933, 1937 and 1916. The two I mentioned last were on the lower priority and the others are high priority.

Mr. Labanowski asked if we notice a spot that is starting to erode, how do we address that?

Mr. Collins stated we would get a survey and we have engineering details we have used in the past. There are different costs associated with each one and depending on the site we would

recommend some sort of confinement, geoweb, to help secure that. It depends on the linear foot what the plan ends up being, it usually ranges around \$2,000 to \$3,000 per location for using geoweb and maybe \$5,000 per location using fleximat.

Mr. Evert stated these are in various degrees of erosion. Fill and sod is usually \$50 per linear foot and geoweb is about 25% more than that. I wouldn't recommend that if there is a problem there now, filling and sodding it, the problem will reappear, whereas if you stabilize it so the problem does not reappear.

Mr. Torres stated we have made provisions in the capital reserve to contribute yearly to these types of issues. This year is \$15,913 for lake embankment stabilization and for the expenditure of the same year \$58,349.

Mr. DelBene asked how much is it going to cost to investigate the length to find the overall cause and repairs?

Mr. Evert stated one of the things we need to do is go from pond to pond and do a pond assessment and rank the conditions then we can help you prioritize a maintenance schedule. This would allow you to be able to budget for these types of repairs in the future, but it sounds like you have already identified the problems around this lake. Is this correct?

Mr. Wing stated we have all the lakes done and there is a list of priorities. Stick with this one for now.

Mr. DelBene asked are we good with having them look at the lake and coming up with a solution then see where we go from there?

Mr. Labanowski asked can Jerry go out and find the worse ones because it is not just this lake, there are other areas that are real bad.

Mr. DelBene stated I understand but we already have a list of priorities. If they can go off the priority list and create an assessment of what they believe to be the appropriate fix we can do that.

Mr. Wing stated I want to do a walk through on the others and I will go with Jerry and take pictures.

Mr. DelBene stated JMT, let's do an assessment on this pond and after they share the actual priority list if there are any other ponds you want with Jerry and a supervisor, let us know and we can develop a plan from that.

Mr. Evert and Mr. Collins left the telephone conference at this time.

FOURTH ORDER OF BUSINESS**Discussion and Direction on Renewal of Duval Landscape Contract**

Mr. Torres stated we have had a lot of discussions about Duval's contract that is coming due at the end of the fiscal year. As we get ready to introduce the fiscal year 2022 draft budget if there is going to be a change to a major contract such as this one, it is better to know earlier than later. Staff can update the documents we use for the RFP and bid that contract so you will have accurate numbers for the budget. If we are going to amend Duval's contract and extend it then we need to know that.

Mr. Wing asked what is the competition now for landscape maintenance providers?

Mr. Torres responded each time we do an RFP we get a fair amount of response. It is not going to be a problem to get 3 to 5 companies to respond. Understand that every situation I find myself in considering RFP's I have never found a situation where you are going to get a lower cost for the services you are currently getting.

Mr. Wing stated even if we stay with Duval it could possibly go up.

It was the consensus of the board to develop and issue the RFP for landscape services to coincide with the fiscal year 2022 budget considerations.

FIFTH ORDER OF BUSINESS**Update: County Traffic Light Project
(Presenter: Mike Eckert)**

Mr. Eckert stated on the reimbursement side we are still waiting on that from the county. Jennifer talked to them last week and we don't anticipate it will be a problem, but we haven't received it yet. The other thing that got put into the amended agenda package is an engineer's certificate that was prepared by Mike Yuro saying this project was completed and it is final and we would be asking the board to accept that engineer's certificate. We will keep working on the reimbursement.

Mr. DelBene asked do you know what the total reimbursement is expected to be?

Mr. Eckert responded I don't, but I can send that to the board.

Mr. Torres stated it is between \$10,000 and \$11,000. When this project started we asked for about \$4,000, but because of other problems it exceeded that initial amount. We sent them an invoice a couple days ago and are waiting to get reimbursed.

On MOTION by Mr. Labanowski seconded by Mr. DelBene with all in favor the engineer's certificate of completion for the traffic light project was accepted.

SIXTH ORDER OF BUSINESS

Consideration of Murabella HOA/POA Meeting Room Use Agreement (Presenters: Mike Eckert/Ernesto Torres)

Mr. Torres stated the document in front of you is a standard agreement that we use to rent this space. We ask that anyone who uses this space to adhere to certain things. The HOA uses this room on a frequent basis and at this point it is a gentleman's agreement. We are asking that we use the same form that we use with all rentals with the understanding that they are not paying, but we ask them to adhere to the same standards we use with any other rental. Such as, cleaning the room, setting up the room, putting the room back in the same order it was received and any other code or restriction requirements that we may have. This is no different than anyone else who rents this space.

Mr. Eckert stated the only other thing that Jennifer mentioned that would allow a reservation for 12 months, that would be another modification for consistency and make sure that it was available.

Mr. DelBene asked have there been issues with setting up and breaking down of the room?

Mr. Torres stated that falls on your CDD staff and we are extending the use of this space at no charge. The CDD accommodates the HOA.

Mr. Hutchinson stated their meetings happen on Mondays and per the contract when Vesta was here you don't pay us to be here on Mondays, but we do it.

Mr. Wing moved to approve the meeting room use agreement with the Murabella HOA/POA and Mr. DelBene seconded the motion.

Mr. Labanowski asked do we do this for all the groups, card groups, craft groups, we break down and clean up as well?

Mr. Torres stated this is specific for anyone that rents the space and we treat it as a rental. If there is a group that meets while staff is here such as club I don't think there is a problem.

Mr. Hutchinson stated I have only had one club come since the pandemic and that is the book club that just started recently and they use that table over there and they are here for a couple hours and then they clean that table off.

Mr. Labanowski stated we had a card group in here as well. This is all homeowners so we are going to treat this totally different than the other groups meeting here?

Mr. Wing stated the groups meeting here are homeowners as well.

Mr. Labanowski stated we are going to treat the HOA totally separate than any other homeowner.

Mr. DelBene asked if we have a group that meets here on Tuesday, who sets up and who breaks down?

Mr. Hutchinson stated we never set up; the only thing we have ever set up for is HOA and CDD. If you want to rent this space, I just say we have tables and chairs available, let us know if you would like them we would make sure they are available for you. We don't ever do any type of set up and I always ask that they take out any trash to the trashcan. We wipe everything down and vacuum, I don't expect people to bring their vacuum.

Mr. DelBene stated it doesn't sound like it is any different.

Mr. Eckert stated I remember we did a community use policy when I was here for groups that were open to the whole neighborhood where they could come in and use the room for what was called community use. Unless you have rescinded that, that is still available for those types of club type situations. There is a maximum number of times they can use it in a year. They need to reserve.

Mr. Hutchinson stated that is correct and that was in place before we were here. They have to agree to the terms and it also has a \$150 deposit and then I have the dates.

Mr. Wing stated I don't think they are being treated differently.

On voice vote with four in favor and Mr. Labanowski opposed the motion passed.
--

SEVENTH ORDER OF BUSINESS

Presentation of Sunshine Law, Public Records Law and Public Officers Information (Presenter: Mike Eckert)

Mr. Eckert stated I passed out to you, two PowerPoint presentations that our firm provided to 30 or 40 board of supervisors in Tampa earlier this year. We thought it would be good to go

over the first part of that presentation. The second part of the presentation is tips for board members in terms of being successful and being a board member and avoiding some pitfalls.

Mr. Eckert gave an overview of the sunshine law amendment, the public's right to speak, reasonable notice and stated meetings must be open and minutes must be taken. Two board members can meet and talk about district business if those requirements are met. You could notice a meeting where two board members would come in and talk but the public has to be there and minutes have to be taken. Very few boards do that but that can be done. Typically, we provide seven-days notice and that is also the time we have to have the agenda ahead of the meeting. Board members are required to vote absent a conflict, board members not physically present may vote but they cannot constitute a quorum. You have to have three people physically there. Roll call votes are not required and secret ballots violate the sunshine law. Sunshine law applies to all forms of communication, emails, verbal conversations, phone conversations, texts, social media posts that are responsive to another board member's social media post. We have penalties, criminal penalties, civil penalties, removal from office, civil lawsuits and the issue that action taken by a board in violation of sunshine law could be considered invalid but there are some cure provisions. We talk about committees from time to time and if it is a factfinding committee solely you can have a committee and they are not subject to the sunshine law. I will tell you that in all my years of doing this I have never found a committee that could restrict themselves to factfinding they always want to provide a ranking or recommendation or they want to weed out bad options and once they start doing that it is no longer factfinding. I encourage you to not engage in creating committees.

There are exceptions to the sunshine law in dealing with litigation that is pending, security systems, and a few other ones. You can talk to another board member outside this meeting as long as it isn't about something that is going to come before this board for action or discussion. Social media is one of the areas where board members are continuing to probably not listen to our advice and that is a statewide phenomenon. We believe that social media is good for getting the word out for announcements, for things that are purely factual, but what we see is board members from time to time trying to sway the community towards a particular position by using social media. We found at the end of the day at least in our opinion it is not really effective and the one thing I would say about social media, emails, all that a one-way communication between board members technically is not a violation of the sunshine law, but if I'm a board member I look at it as a tennis

match, I hit that ball across the net I don't know what's going to happen, if it gets hit back then both board members have a problem. I strongly encourage you not to hit the ball over the net in the first place in terms of communicating with other supervisors even though that is something that is not prohibited by law if it is a one-way communication. Any other social media post is still subject to the public records law so if you have text messages, social media posts, all of those you have to figure out a way to preserve that because if we do get a public records request for a social media post by a board member about CDD business we would have to figure out a way to produce that.

There is more in this presentation about pitfalls and best practices. The second part is maximizing board member success and those are just defining the roles of the board members, defining the roles of the chairman and giving some suggestions on how board members that we have seen are most successful in how they address things and one of the things that they do is tackle issues and not personal. When they focus on the issues we find that we have pretty efficient board meetings. When I was here before this board was doing really well and I'm happy to be back and happy to answer any questions. The other thing that is probably coming this year and it has already been filed is a requirement that all board members have four hours of ethics training each year. That may get changed to each term but it is already a requirement for city council members and county commissioners. This year it is proposed to be special district board members as well.

EIGHTH ORDER OF BUSINESS

Discussion of Traffic Calming Study (Presenter: Ernesto Torres)

Mr. Torres stated Supervisor Vencil asked that this item be added to the agenda and I will open the floor for discussion. In research of St. Johns County traffic calming procedures, it is lengthy. We haven't had that kind of discussion with this board. These are county owned roads and there is a process that the county outlines for any traffic calming devices.

Mr. Vencil stated the reason I asked to put this on the agenda is we see some constant themes with communication within the neighborhood. One thing that comes up is people driving too fast, not stopping at stop signs, not paying attention, concerns about safety. This is something the county offers and it is not an immediate fix but why not look into it and if we can quantify the problem have the county help us with determining how we can alleviate the problem.

Mr. DelBene stated the county doesn't help us, they tell us. When that study is underway the solution is not negotiable.

Mr. Vencil stated the solution goes to a vote and that vote requires 75% of the people who return their votes to approve it. If the community is not in favor of it, it doesn't happen.

Mr. DelBene stated the turnout for that is going to be incredibly small and I know this for a fact because in another community they did the same study and they found the speed limit was illegally posted by the builder and that increased the speed limit from 20 mph to 25 mph but people were complaining about speeding.

Mr. Vencil stated I'm okay with whatever the findings are. I don't have a huge problem with the traffic and I live on a very high traffic road at the Pescara entrance and people come in there very fast. Let's initiate the process and see what the county comes back with. They do single spot studies and neighborhood wide studies. I'm more interested in a neighborhood wide study, because it is not a specific area that we get complaints from, it throughout the neighborhood.

Mr. Vencil moved to authorize staff to initiate the process of a traffic calming study with the county and Mr. Labanowski seconded the motion.

Mr. Torres stated there might be a cost associated with this. It is going to require a 100% mail out to anyone who lives within the boundaries and I'm sure the county is not going to pay for that. Once I get to a point where I have more information as to how much it is going to cost and the process, I will bring it back to the board.

On voice vote with all in favor the motion passed.

NINTH ORDER OF BUSINESS

Consideration of Resident Suspension Letter

Mr. Eckert stated this is related to Chuck Labanowski, the date of the incident was January 26, 2021, the hearing date is today, March 9th. The board has previously been provided with copies of the suspension letter and the amenity facility policies that were revised in July 2019 and he has previously been provided with the letter of suspension via email dated February 1, 2021. Under the suspension and termination of privileges 3C, exhibits unsatisfactory behavior and 3F treats the district's supervisors, staff, general amenity management contractors or other representatives or

other residents or guests in an unreasonable or abusive manner. The policy is applicable to swimming pool, fitness center, it talks about if there is a disregard or a violation of the district's policies that a suspension is appropriate. The place it occurred was at the amenity center and at this point in time I ask Jerry to briefly describe what happened.

Mr. Lambert stated I had a statement and I don't want to add to it or take away from it. Chuck came to the parking lot on January 26th inquiring about why we were putting the bocce ball court where it was. He mentioned a week earlier to stop work on there and I contacted the district manager and we went through the proceedings at the last meeting and it was okay for me to proceed. I proceeded with it and at that point Chuck came up there to talk about it and he was not happy that we were continuing with it, that it was approved in the other area by the soccer field and I explained that it was not approved there. We went through the tapes and that is when we proceeded to go over there and at that point he was upset and you can see the anger in him about it. I was staying calm I felt that I needed to. When he finally left I came in the building to document this because I felt threatened. What I put in the statement was truthful. I emailed the district manager and I wasn't going to tolerate this in the future because this is how things escalate and get bad.

Mr. Eckert stated thank you Jerry. I think we have that witness statement.

Mr. Lambert stated I want to add one more thing to that. Another thing that came up again is the tabby stones and I explained to him that I did not spy on him; this was last year and he insisted I did it again so it came up again. This is when I knew he still holds a grudge.

Mr. Eckert stated I ask that the following documents be attached to the files for the suspension record; the policies regarding the district amenity facilities dated September 2019, the policy violation report and witness statement, which is what Jerry referenced and the minutes from this meeting and on page 21 of the policies, the first offense is a verbal warning, second offense is an automatic suspension for up to 30 days and third offense is suspension of amenity privileges for up to one year. At this point I would just ask what the staff recommendation is and then at that point we would ask Mr. Labanowski to say whatever he would like to say about the incident. It is his opportunity to talk to the board.

Mr. Torres stated we discussed it during our agenda call with staff and based on when this occurred and not having a meeting last month and having to wait until March to present this to the board, we feel comfortable with the time served from when it occurred until today and move on.

Mr. Labanowski stated I want to apologize to Jerry, Erick and Lou because you were out there. I was upset, there was a lost communication about the location and approval of the location because it was not brought up as approved to change that location. I was very upset that things were happening and a couple instances I wasn't told the truth about the scenario. I want to apologize to you. Ernesto, I also want to apologize to you personally for getting you involved with this especially with a new board member. I want to apologize to the chairman that he had to get involved with this.

Mr. Wing stated this is not the first or second time, this is the fourth incident in less than two years about very similar behavior. It is certainly a pattern. The first homeowner who came to talk about abusive behavior even in their statement they said they called the police to deescalate the situation and according to the homeowner when the police officer came back he said don't worry, you are not the first one, this person is a repeat offender, we get multiple calls about this person. It seems to be a pattern. The one-month suspension and it was a second offense I would say fine. In my mind this is the fourth and I recommend a year's suspension.

Mr. Eckert stated I don't have four incidents that were documented in the district's records as disciplinary, written warnings.

Mr. Wing stated Ernesto can attest to that. They are in the minutes, by Jennifer and Ernesto was twice.

Mr. Torres stated we had incidents and they are documented in the minutes. There has never been a suspension issued for those incidents.

Mr. Eckert stated if you are talking about your first suspension out of the gate is a year, that would be a little irregular based on what I have seen. I have seen a first suspension for a year but that was for an assault and battery. You make the business decision it is not my decision. I'm just telling you I do have a concern if there is no suspension then it is a year for a verbal altercation.

Mr. DelBene stated we all signed an agreement to not act outside our scope. I appreciate your apology to the people who are affected. I have attended meetings before I was on this board and this board has always had a question about how it will impact our insurance, our liability so we signed an agreement to not act outside our scope and accosting staff members is outside our scope. It doesn't matter if it is something material in relation to a board meeting, there is no way we would allow a resident to treat a staff member that way let alone a supervisor. I agree with Mike, I don't think the first suspension even with previously documented actionable items should

be a year; this board never took those steps. If there were previous suspensions we could act on a year's suspension. Jeremy, you are new and if we act outside the scope we won't be represented by counsel it will be entirely on you. I want to throw that reminder out to all board members that if an issue arises you call GMS and they will handle the issue.

Mr. Vencil stated this is my first meeting. I take being on this board very seriously and I feel as though we should be held to a higher standard than other members of the community. This entire thing troubles me quite a bit. At the same time I would take into account that the amenity staff and manager have decided the amount of time he has been suspended already is sufficient and they are the ones that were harmed in this particular situation. I would be likely to support them in their recommendation because they were the ones who had the offense done to them. I am on the board and if someone has multiple offenses as a community member I would not feel trust in leadership if that person continued on the board. At the moment I feel comfortable going with the recommendation but if there were more documented offenses in the future, I would be hesitant to be lenient in any way.

Mr. Torres stated Supervisor Burks is on the line and she can hear us but is unable to speak to us and she concurs with Jeremy.

Mr. Eckert stated you will need a motion and second to either lift the suspension or extend the suspension.

On MOTION by Mr. DelBene seconded by Mr. Vencil with three in favor, Mr. Labanowski abstaining from the vote due to a conflict of interest and Mr. Wing opposed the resident suspension was lifted.

TENTH ORDER OF BUSINESS

Staff Reports (Part 2)

A. Attorney - (Presenter: Mike Eckert)

1. E-Verify and Memorandum of Understanding

Mr. Eckert stated this is one of the bills that was passed by the Florida Legislature last year that requires all local governments who have employees or all local governments who engage in contracts has to now register for E-Verify, which is to confirm the employment availability status for someone applying for a job. I don't think you have any employees you have all independent contractors and you still have to register and if you believe that a contractor that you have a contract with is not complying with E-Verify you have a duty to terminate that contract. They also have

duties, not to use subcontractors who are not complying with E-Verify as well. If you should learn that there is a subcontractor who is not using E-Verify correctly you would notify the contractor and the contractor has responsibility to deal with that subcontractor. It is necessary that the board enter into the memorandum of understanding with the Social Security Administration and Department of Homeland Security that allows you to participate in the E-Verify program. It says in there that you can withdraw from the program whenever you want, however, that is not what the Florida Legislature says.

On MOTION by Mr. DelBene seconded by Mr. Wing with all in favor execution of the E-Verify Memorandum of Understanding was approved.

B. Manager – Electronic Devices (Presenter: Ernesto Torres)

Mr. Torres stated I will be bringing the electronic devices to the meetings. This board was already receiving electronic copies of the agenda packets, but for your convenience you don't have to bring your own device to the meetings, you can use ours.

C. Operation Manager – (Presenter: Jerry Lambert)

1. Memorandum

Mr. Lambert gave an overview of the site manager's report, copy of which was included in the agenda package.

2. Field Operations Manager Picture Report

Mr. Hutchinson gave an overview of the amenity manager's report.

3. Duval Audit Reports

Mr. Lambert stated I'm still doing a daily auditing with Duval Landscaping with a weekly report.

4. Consideration of Spare Pool Pump Proposal

Mr. Lambert stated the main pool pump went out and I repaired that for \$35 or it would have cost \$2,800 to have the pool company come in. I have proposals to purchase a spare pool pump so that we never have to shut down the pool if it should go bad.

On MOTION by Mr. DelBene seconded by Mr. Vencil with all in favor staff was authorized to purchase the spare pool pump from Pool Supply in the amount of \$5,628.47 and use the funding from the reserve for the mushroom water feature.

5. Playground Mulch Proposal

This item tabled.

D. Amenity Center Update (Presenter: Erick Hutchinson)

1. Discussion of COVID Protocol in Fitness Room

Mr. Hutchinson stated I want clarification as to what exactly you want to hear from me about COVID protocol in the fitness room.

Mr. DelBene asked is there any county protocol that requires masks in public facilities anymore?

Mr. Eckert stated the state rule was that the counties couldn't; that doesn't mean that people are adopting them countywide. Then there are private businesses and we have the right to control our facilities how we want it as well. Whether or not St. Johns County has one right now I am not aware of, but I can find out and let you know.

Mr. Wing asked what is going on in some of the other communities that you manage?

Mr. Torres stated for facilities, fitness centers and such, no masks. When it comes to the meeting room at this point the majority still limited rentals with limited capacity so they are still exercising social distancing as best they can in these kinds of facilities.

Mr. Wing asked are they requiring masks in this type of room?

Mr. Torres stated yes, the meetings I attend we have to wear a mask.

Mr. Wing stated I'm in and out of the fitness center a couple times a day and I never see more than three or four people in there at a time. I can see dropping the mask requirement there. If you want to wear a mask no one is going to stop you, but I don't know that we should require them.

Mr. Hutchinson stated I will abide with whatever you decide. It is hard to manage, for the most part people are trying to comply and there will always be a couple people who will do whatever they want. The difference between this room and the gym is you go in the gym at your own risk, nobody is forcing you to work out. Clearly you are going in there because you are comfortable whether you are next to someone that could potentially have COVID or not, that is the risk. The difference being in here is it is a requirement for us to be here, but you are elected officials, we are staff and there is a requirement that we are supposed to be present. If we choose not to have them, that is fine, I can go either way, but I want to differentiate the difference between this room and the gym.

Mr. DelBene asked do you want to talk about the air purifier before we make a decision on this?

Mr. Hutchinson stated yes. Next to you on the table is literature on an air purifier. Stacy Faulk a resident here in Murabella sells those units and she might be on the line. I don't know much about the unit; I can tell you the cost and what it supposedly does. It is a portable unit, runs about \$1,300 which is a discount from the normal retail price. It says it kills 99.93% of airborne, SARS, COVID, virus in three minutes in a 3,000 square foot room. It is NASA approved.

Mr. Lambert stated it doesn't clean the air it filters air through it. It blows out ionized particles that attack everything that is bad.

Mr. Vencil asked what kind of filters are on the air conditioning units? I know you can upgrade to a MERV 13 or higher and it will do the same thing.

Mr. Hutchinson stated currently we have basic air filters that we switch out.

On MOTION by Mr. Vencil seconded by Mr. DelBene with all in favor face masks will be optional for all residents and guests visiting the amenity facilities.

2. Consideration of Proposal from the Joy of Tennis Academy

Mr. Hutchinson stated the last item is the Joy of Tennis. Herald Hardy wants to bring tennis to Murabella, he has about 50-years experience. He has taught at King & Bear and Heritage for the past two years and has been a tennis vendor for several other states. He specializes in teaching kids 3 to 15 and he also teaches adults who want to stay in shape. He is trying to bring two different things to Murabella, one would be a summer camp to start June 14th and ends July

23rd for two different age groups, 5-7 and 8-12, the first would be from 9:00 a.m. to 10:30 a.m. and the second one from 10:30 a.m. to 12:00 p.m. Monday through Thursday. He also wants to provide tennis lessons for residents, he would have a couple different groups, tots 2 – 5 for \$40 for ½ hour, private \$55 for an hour, semi-private \$65 per hour and clinics \$25 per hour. He will give back 10% of whatever he makes to the community. He is insured and will comply with anything we ask of him.

Mr. Wing stated I would not like to see four days a week a full half day taken up.

Mr. Vencil stated it is only for three weeks. We have people who use the courts pretty heavily.

Mr. Eckert stated we would need an agreement with him and it really is a recreational offering of the district to the community and that is what it would be, because typically you don't make your facilities available to a franchisee of Subway to come sell sandwiches out here.

On MOTION by Mr. Labanowski seconded by Mr. Vencil with all in favor the proposal from Joy of Tennis Academy was approved subject to it being limited to one court, 10% shared revenue and district counsel was authorized to prepare the agreement.

3. Consideration of Air Purifier

This item discussed earlier in the meeting, but no action was taken.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Wing stated I was contacted by a homeowner who lives adjacent to Pescara Park concerned about one of the oak tree's roots going under the fence and she has a pool and is worried about the roots being a problem. I didn't go inside the fence, but I looked at it from the outside and there are some pretty big roots heading her way. I stopped at the forestry office and asked him if we cut the roots as far away from the tree as we can but before it gets to private property would that likely kill the tree and he said probably not. Those are more stabilizer roots opposed to feeding roots. My suggestion would be to cut the two big roots right before it hits her fence.

Mr. Lambert stated I talked to Mike about how he would do it and they would dig them, cut them and put something on the end of the root. Those trees are getting so big that all the trees

along that fence are going to have to eventually come out because they are all impeding on that property. It is going to be an ongoing problem going forward.

Mr. Eckert stated you have the discretion to do that and trim the roots, just understand that Florida Law treats roots the same as the tree's branches and if the root or branch crosses into my property as a homeowner, it is my obligation to prevent damage to my property and cut the root or cut the branch at my property line.

Mr. Wing stated then maybe that is what we do. The bocce courts are done, they are starting to get some use. I want to see if the board would have any objection to putting a notice out that if anybody is interested in league play and if we got interest to schedule a couple times a week, maybe one during the day one on the weekend for a 2-hour period where they would be reserved for leagues to play.

Mr. Hutchinson asked who would you like to manage that, myself or would you like me to include in the email for someone to contact them about league play?

Mr. Wing stated I would volunteer to get the league going, I'm not doing this into perpetuity hopefully I can find someone else who would help too. Is there any objection to working with Erick to reserve that for league play and for him to put it out and use me for a contact?

Mr. Hutchinson stated I will be happy to put out an email blast.

There were no objections to staff putting out a blast email for league play.

Mr. Vencil stated at the pool gate there is a button on the inside where you can exit you don't need your card but that is not the case with the amenity field gate. You can't get out of the gate unless you have the key. Residents are just not letting the gate close. Any time there are three or four people out there, that gate is not secured in any way. Why do we not have a release on that gate as we do on the pool gate?

Mr. Hutchinson stated I wasn't here at the time and I don't remember who told me this, but my understanding is because there were neighboring communities using the fields for illegal purposes. To prevent that from going any further it was intentionally not placed there to limit the access.

Mr. Vencil stated that is to get out not to get in. I would like to see what it would take to get a button posted on a post four or five feet away from the gate so you can't just reach in and tap yourself in but you can see this is how you get out of the park. If we could get some numbers on that I would appreciate that.

There is a little bit of graffiti on the play equipment at San Marino and we need to get that sanded off. I know you keep on top of it as best you can, I just happened to notice it the other day.

I want some feedback on meeting frequency. We don't meet as frequently as some of the other neighborhoods that are a similar size to ours. I would appreciate the ability to address things more timely as some of the other communities do. I have seen monthly meetings some have ten meeting a year and I don't know why we are not.

Mr. Wing stated we had monthly meetings but stopped that as a cost cutting measure because every meeting there are costs associated with it, including the attorney's time, engineer's time, supervisors' fees.

Mr. Hutchinson stated this was before you came but anything that needed attention prior to a meeting we have had executive sessions in the past.

Mr. Torres stated Jeremy just so you know things like the graffiti you mentioned you can reach out to staff.

Mr. Vencil stated I'm talking more about issues where we needed to discuss things such as should we lift Chuck's suspension. That happened right after the last meeting and it is just hanging out there and that is not something I would like to have hanging out there if I were Chuck or as a member of the board.

Ms. Burks asked don't we have special meetings we can hold for example that situation could we have not held a special meeting for that?

Mr. Torres stated we could. Between meetings I take a lot of direction from the chair in consultation not only with my comments and opinion but also with district counsel. Sometimes we try to save special meetings that are not discussed in the public forum we save those for emergency type items, life, death or safety of the public and that nature. That item did not meet the threshold for me to recommend a special meeting for that. Special meetings have to be advertised, that is an expense and we would have to pay four supervisors \$200 to attend and that would have been an expenditure of over \$1,000 plus Jennifer's time which is \$1,500 per meeting. There are a lot of things that come up between meetings.

Ms. Burks stated if we set monthly meetings we are going to be paying a great fee to do that.

Mr. Torres stated right, you have to consider all those expenditures. A lot of your professional services that have been budgeted are budgeted based on the schedule that is approved at the beginning of the year.

Mr. Vencil stated I'm not saying to schedule it for the rest of this calendar year, I would like to think about this as we are proposing a budget for next year, whether or not we are meeting frequently enough to handle things expeditiously in the community. When budget discussions come up I would love to discuss extending our meeting schedule to the meeting schedule in comparable neighborhoods in our county.

Mr. Torres stated we have many districts that meet during the day if you want to compare us to other Districts. Beginning in May we can adjust our budget lines to accommodate more meetings if that is what the board decides to do you can look at that and consider it.

Mr. Vencil stated are some parks have more doggie stations than other parks. I don't know if this has been adjusted recently. Is there a reason why they were put in specific places? Can you email the board and let us know where all the dog stations are currently located?

Mr. Lambert stated I can do whatever you want.

Mr. Lambert stated keep in mind that you spend about \$300 a month in dog bags so if you want to add more it will cost more.

Mr. Labanowski stated there is a map of the doggie stations somewhere because I was looking at it yesterday.

Mr. Lambert stated send it to me if you find it.

Mr. Labanowski stated we have all the entrances covered with bulletin boards. What does it cost us for one bulletin board?

Mr. Lambert responded \$2,000.

Mr. Hutchinson stated the posts were already in place so that would be an additional cost.

Mr. Taylor stated I thank you for all the work that you do. I served as a supervisor of the CDD at Fleming Island Plantation 15 years ago, you have a thankless job. My wife and I want to put a pool in the backyard. I talked to the county engineer and he said you have an 8-foot easement, the county engineer said there was 35-feet between the property line and the waterline and 200-yards of access to the pond, which I have given you an overhead picture of. It won't impact anything and he sent me the information to have the release of easement done and according to the county it is recorded that the easement belongs to the HOA. My wife and I already lost \$10,000

on this and I will tell you why. We went to the county and got everything together and did our HOA request, met with Chuck and he was kind enough to say you have an 8-foot easement and I had it taken care of because I already talked to the county. We did the request to the HOA, submitted everything to the HOA, got the contractor in line and were ready to go and the HOA said, we are sorry but we don't have the authority to grant you the easement, it doesn't belong to us we deeded it to the CDD. The county doesn't even have that recorded properly in the engineer's office. We tried to get it on your agenda with Ernesto and Jennifer and we were just unfortunate. We are asking that you will consider our request because it will be another two months before you meet again and once you review the request and make a determination then we have to go back to the HOA. The lender funded \$110,000 for our pool project, they sent us the money in 72 hours, we had the HOA meeting the next day, we thought it would be okay and got the roadblock then I had to go back to the lender and say we have to wait, I signed the contract with you I can't spend the money on anything but the pool. I wired the money back to the lender today, it was a \$7,500 penalty. I can't wait two more months to hope you will review our request and wait another month to get on the HOA agenda again just to try to build a pool in the backyard. We have 25-feet from the back of our property to the end of the property line, 8 feet are easement. We have a wrought iron fence and there is 40-feet from the property line down to the water line and 200-yards of access to the pond. Our request is that you will consider giving us the easement, if you give us the full easement we would be elated because we could push the pool back farther on the property. If you will give us half the easement we will still walk away happy.

Mr. Eckert stated this issue comes up from time to time in different communities and some communities take the position that they are not going to give up any of the easement and some communities are willing to give up portions of that easement but only after their engineer has looked at it and said that easement is excessive and therefore you can give up a few feet. That is an engineering determination whether or not we need that (1) for access and (2) the issue of rebuilding the pond bank if that ever needed to be done and running equipment all along the pond bank. That is an engineering question not something that I can answer. I don't have any communities that give up the easement without an engineer saying this is extra I don't think you are going to need this. Once you give up that easement if you have to redo that pond bank, now you have to pay the property owner for taking out their pool and paying them the value because you no longer have that easement right. It is usually based on an engineering determination that

there is no harm in giving up that easement right. I did a search on our document management to see if there were any release of easements we have done here and I couldn't find one but I also saw the pictures that the homeowner provided.

Mr. Taylor asked if the CDD engineer says that it won't impact the CDD adversely and Mr. Paulson is the engineer with the county who has said he is happy to talk to the CDD engineer and share his thoughts that there is no issue with our request, would the board consider approving our request provisionally based on the engineer's review with either the 4-foot or 8-foot release of easement? That way we will not have to wait two months to come back and ask you this again.

Mr. Eckert stated if you do consider a motion today, this wasn't on the agenda so you didn't have a period where neighbors who would have some input have that ability, but the law requires you to take public input from anybody who is on the phone or in the room before you take a vote.

Mr. DelBene asked if we take any action on this are we good or not?

Mr. Eckert stated you are good as long as you ask anybody in the room or on the phone if they have any comments; you can address it in that way from a legal standpoint.

Mr. Labanowski asked from a legal standpoint we already turned down two homeowners and had one remove the edge of their pool and entire decking out of the easement area. Is that going to hold us liable for a possible lawsuit down the road?

Mr. Eckert stated anybody can sue anybody I don't know when that was and I'm sure that was an engineering based decision. This is the protocol we go through with every district, we look to the engineer and say is there an engineering reason to be concerned about releasing this easement. If they say yes it is a concern or if they say you shouldn't release more than four-feet then usually board will work with that. Some boards don't want to get into this and say we are not going to release anything. That is a business policy decision for you to make.

Mr. Wing stated even if we decided to have the engineer, that is going to incur a cost for us.

Mr. Taylor asked how much will it cost for the engineer to look at it?

Mr. Eckert stated it is usually a few hundred dollars for the engineer to look at it, then a recording fee, then a surveyor who is going to have to prepare a metes and bounds legal description of the release area and to pay your attorney to prepare a release of the easement, which is the document that gets recorded or reimburse the district for the cost if we prepare it.

Mr. Taylor stated the surveyor's fee is nothing of consequence given what I have already lost. The county has given me a "go by" and I gave you exactly what the county engineer gave me for the recording for the release of the partial or full easement and they told me that they weren't concerned about the metes and bounds because my survey already exists and shows, it is just a release of 4-feet of the 8-foot easement or the full release of the easement because my survey already plats out what my property line is. I'm not asking for your property I'm asking to use my property that you have an easement on.

Mr. Eckert stated you don't have a true north/south boundary.

Mr. DelBene stated that is why you need a survey.

Mr. Taylor stated I will pay for the engineer, the recording and if it requires a surveyor then if we proceed with your approval I will pay for the surveyor. I will not proceed with anything without me paying for it after you approve and the engineer approves. There will be zero cost to the district.

Mr. DelBene moved to approve the release of 4-feet of the easement at 452 Porta Rosa Circle subject to final review and approval by the engineer with all costs to be paid by the homeowner.
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Mr. Labanowski stated I don't want to approve anything in advance without something in writing documented as far as they are going to pay for this and they are going to pay for that and we are responsible for this.

Mr. Wing stated I'm not comfortable approving something that goes into an easement after we made people take stuff out.

Mr. DelBene asked are there any public comments regarding this issue?

A resident stated when I built my pool my pool was going to be within 5-feet of the property line and the county approved it and the HOA wasn't in existence then, it was the CDD run by the builder and he allowed me to put my pool there even though a planter was going to be about 6" – 8" up to the property line, within that 5-feet. It was over the property line it was within the 5-foot they didn't want me to build on.

Mr. Taylor stated obviously I am not going to spend any money until I get an approval from you that the engineer said it is okay. You won't be paying for anything. I will use for whatever document you want me to use and I will pay for the lawyer's time to prepare it.

Mr. Eckert stated the engineer is going to look at it and say, this is extra easement you don't need it for your pond bank, therefore, I'm okay with releasing it or he is going to say no, you really need this easement or there is a consideration if you release this it is going to cost more money when we have to repair that pond bank because you can't use the easement there. If he says anything like that you will be hearing about it in May. I will work with them.

Mr. Torres to clarify the Board's intent is if the Engineer does not give his approval or leaves questions for the Board to further discuss the release is denied? Board gave consensus.

On voice vote with three in favor and Mr. Wing and Mr. Labanowski opposed the motion passed.

TWELFTH ORDER OF BUSINESS

Approval of Consent Agenda (Presenter: Ernesto Torres)

- A. Approval of Minutes of the January 12, 2021 Meeting**
- B. Balance Sheet as of January 31, 2021 and Statement of Revenues & Expenditures for the Period Ending January 31, 2021; Month-to-Month Income Statement; Assessment Receipt Schedule**
- C. Approval of Check Register**
- D. Consideration of Proposal from Fighting Turtles Swim Team**

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

THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – May 11, 2021 at 6:30 p.m.

Mr. Torres stated the next scheduled meeting is May 11, 2021 at 6:30 p.m.

On MOTION by Mr. Wing seconded by Mr. Vencil with all in favor the meeting adjourned at 9:42 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Turnbull Creek

Community Development District

Unaudited Financial Reporting
March 31, 2021

***Turnbull Creek
Community Development District
Combined Balance Sheet
March 31, 2021***

	<u>Governmental Fund Types</u>				
	General	Debt Service	Capital Projects	Capital Reserve	Totals (Memorandum Only)
<u>Assets:</u>					
Cash - Wells Fargo	---	---	---	\$164,631	\$164,631
Cash - Hancock Bank	\$118,260	---	---	---	\$118,260
<u>Investments:</u>					
Investment - SBA	\$42	---	---	---	\$42
Investment-General Account	\$1,031,716	---	---	---	\$1,031,716
<u>Series 2015 A1-A2</u>					
Revenue	---	\$955,898.01	---	---	\$955,898
Reserve A1	---	\$388,533.77	---	---	\$388,534
Reserve A2	---	\$106,801.05	---	---	\$106,801
Prepayment A1	---	\$457.44	---	---	\$457
Prepayment A2	---	\$12,929.19	---	---	\$12,929
Construction	---	---	\$1	---	\$1
COI	---	---	\$2,742	---	\$2,742
<u>Series 2015 B1-B2</u>					
Revenue B	---	\$76,585	---	---	\$76,585
Reserve B1	---	\$31,830	---	---	\$31,830
Reserve B2	---	\$9,555	---	---	\$9,555
Prepayment B1	---	\$2,401	---	---	\$2,401
Prepayment B2	---	\$6,632	---	---	\$6,632
Redemption	---	\$105	---	---	\$105
<u>Series 2016</u>					
Sinking	---	\$1	---	---	\$1
Reserve	---	\$115,755	---	---	\$115,755
Revenue	---	\$280,166	---	---	\$280,166
Due From General Fund	---	\$1,869	---	---	\$1,869
Prepaid Expenses	\$2,431	---	---	---	\$2,431
Total Assets	\$1,152,449	\$1,989,517	\$2,743	\$164,631	\$3,309,340
<u>Liabilities:</u>					
Accounts Payable	\$40,287	---	---	\$5,449	\$45,736
Accrued Expenses	\$3,985	---	---	---	\$3,985
Due to Other	\$40	---	---	---	\$40
Due to Debt Service 2016	\$1,869	---	---	---	\$1,869
<u>Fund Balances:</u>					
Assigned General Fund	\$61,853	---	---	---	\$61,853
Restricted for Debt Service	---	\$1,989,517	---	---	\$1,989,517
Restricted for Capital Projects	---	---	\$2,743	---	\$2,743
Nonspendable	\$2,431	---	---	---	\$2,431
Unassigned	\$1,041,985	---	---	\$159,182	\$1,201,167
Total Liabilities and Fund Equity	\$1,152,449	\$1,989,517	\$2,743	\$164,631	\$3,309,340

Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

	Adopted Budget	Prorated Thru 03/31/21	Actual Thru 03/31/21	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$1,126,149	\$1,091,857	\$1,091,857	\$0
Interest/Miscellaneous	\$2,000	\$1,000	\$11,296	\$10,296
Amenities Revenue	\$3,000	\$1,500	\$2,098	\$598
Total Revenues	\$1,131,149	\$1,094,357	\$1,105,251	\$10,894

Expenditures:

Administrative

Supervisor Fees	\$5,600	\$2,800	\$3,200	(\$400)
FICA Expense	\$428	\$214	\$245	(\$31)
Engineering (Yuro & Associates, LLC)	\$13,000	\$6,500	\$2,000	\$4,500
Arbitrage (Grau)	\$2,400	\$0	\$0	\$0
Dissemination (GMS & Disclosure Services)	\$2,850	\$1,425	\$1,200	\$225
Trustee (US Bank)	\$14,620	\$3,631	\$3,631	\$0
Attorney (HGS)	\$47,000	\$23,500	\$19,740	\$3,760
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Berger Toomb)	\$3,525	\$0	\$0	\$0
Management Fees (GMS)	\$45,000	\$22,500	\$22,500	\$0
Information Technology (GMS)	\$1,600	\$800	\$800	\$0
Telephone	\$450	\$225	\$780	(\$555)
Postage	\$800	\$400	\$359	\$41
Printing & Binding	\$1,800	\$900	\$158	\$742
Insurance (FIA)	\$9,035	\$9,035	\$8,625	\$410
Legal Advertising	\$1,400	\$700	\$296	\$404
Other Current Charges	\$1,000	\$500	\$515	(\$15)
Office Supplies	\$170	\$85	\$9	\$76
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance (GMS)	\$1,200	\$600	\$600	\$0

Administrative Expenses	\$157,053	\$78,990	\$69,833	\$9,157
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Amenity Center

Insurance (FIA)	\$16,134	\$16,134	\$14,485	\$1,649
Pest Control (Turner Pest Control)	\$3,123	\$1,562	\$1,138	\$424
Repairs & Replacements	\$36,000	\$18,000	\$29,799	(\$11,799)
Recreational Passes	\$800	\$235	\$235	\$0
Office Supplies	\$1,100	\$550	\$1,331	(\$781)
Other Current Charges	\$540	\$270	\$270	\$0
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,657	\$1,657	\$0

Utilities

Water & Sewer (STCUD)	\$10,900	\$5,450	\$5,595	(\$145)
Electric (FPL)	\$36,000	\$18,000	\$13,155	\$4,845
Telephone/Internet (Comcast)	\$3,800	\$1,900	\$1,856	\$44

Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

	Adopted Budget	Prorated Thru 03/31/21	Actual Thru 03/31/21	Variance
<u>Amenity Center Cont'd.</u>				
<u>Management Contracts</u>				
Lifeguards/Pool Monitors (RMS)	\$31,245	\$2,549	\$2,549	\$0
Facility Monitor (RMS)	\$24,200	\$12,100	\$11,751	\$349
Facility Management (RMS)	\$61,000	\$30,500	\$30,500	\$0
Facility Attendants (RMS)	\$16,200	\$8,100	\$5,256	\$2,844
Field Operations (RMS)	\$51,259	\$25,630	\$25,629	\$0
Facility Maintenance (RMS)	\$49,000	\$24,500	\$24,500	\$0
Pool Maintenance (RMS)	\$14,317	\$7,159	\$6,950	\$209
Pool Chemicals (POOLSURE)	\$13,524	\$6,762	\$4,275	\$2,487
Janitorial Services (RMS)	\$9,064	\$4,532	\$4,400	\$132
Common Area Waste Collection (RMS)	\$18,300	\$9,150	\$9,150	\$0
Program Director (RMS)	\$2,575	\$1,288	\$1,287	\$0
Refuse Service (Waste Management)	\$9,840	\$4,920	\$5,401	(\$481)
Security - ENVERA	\$6,409	\$3,205	\$2,958	\$247
Special Events	\$9,000	\$4,500	\$1,509	\$2,991
Holiday Decorations	\$2,000	\$2,000	\$3,380	(\$1,380)
Pressure Washing	\$0	\$0	\$2,950	(\$2,950)
<u>Amenity Center Expenses</u>	\$428,330	\$210,650	\$211,966	(\$1,316)
<u>Grounds Maintenance</u>				
Streetlighting (FPL)	\$38,000	\$19,000	\$19,275	(\$275)
Lake Maintenance (Future Horizons)	\$14,100	\$7,050	\$7,050	\$0
Landscape Maintenance (Duval Landscape)	\$308,700	\$154,350	\$152,034	\$2,316
Landscape Contingency	\$28,000	\$14,000	\$13,645	\$355
Irrigation Repairs	\$6,000	\$3,000	\$0	\$3,000
Capital Reserves	\$212,819	\$0	\$0	\$0
<u>Grounds Maintenance Expenses</u>	\$607,619	\$197,400	\$192,004	\$5,396
<u>Total Expenses</u>	\$1,193,002	\$487,041	\$473,804	\$13,237
<u>Excess Revenues (Expenditures)</u>	(\$61,853)		\$631,447	
<u>Fund Balance - Beginning</u>	\$61,853		\$474,822	
<u>Fund Balance - Ending</u>	\$0		\$1,106,269	

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2021

<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>Total</i>
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Revenues:

<i>Maintenance Assessments</i>	\$0	\$97,446	\$328,618	\$619,232	\$39,215	\$7,345	\$0	\$0	\$0	\$0	\$0	\$0	\$1,091,857
<i>Interest/Miscellaneous</i>	\$96	\$1,001	\$51	\$2	\$4	\$10,142	\$0	\$0	\$0	\$0	\$0	\$0	\$11,296
<i>Amenities Revenue</i>	\$250	\$0	\$1,441	\$0	\$0	\$407	\$0	\$0	\$0	\$0	\$0	\$0	\$2,098

Total Revenues

\$346	\$98,447	\$330,110	\$619,234	\$39,220	\$17,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,105,251
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Expenditures:

Administrative

<i>Supervisor Fees</i>	\$800	\$800	\$0	\$600	\$200	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200
<i>FICA Expense</i>	\$61	\$61	\$0	\$46	\$15	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$245
<i>Engineering</i>	\$688	\$500	\$0	\$375	\$438	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Dissemination</i>	\$167	\$167	\$167	\$167	\$167	\$367	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
<i>Trustee</i>	\$3,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,631
<i>Attorney</i>	\$1,067	\$5,346	\$1,151	\$3,985	\$1,844	\$6,348	\$0	\$0	\$0	\$0	\$0	\$0	\$19,740
<i>Tax Roll Assessments</i>	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Management Fees</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
<i>Computer Time</i>	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$800
<i>Telephone</i>	\$0	\$0	\$0	\$555	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$780
<i>Postage</i>	\$9	\$11	\$264	\$7	\$56	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$359
<i>Printing & Binding</i>	\$0	\$6	\$89	\$4	\$41	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$158
<i>Insurance</i>	\$8,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,625
<i>Legal Advertising</i>	\$157	\$0	\$0	\$139	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$296
<i>Other Current Charges</i>	\$53	\$93	\$125	\$45	\$163	\$36	\$0	\$0	\$0	\$0	\$0	\$0	\$515
<i>Office Supplies</i>	\$1	\$1	\$0	\$0	\$6	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$9
<i>Dues, Licenses & Subscriptions</i>	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Website Compliance</i>	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$600

Administrative Expenses

\$24,416	\$10,967	\$5,780	\$9,906	\$6,914	\$11,851	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,833
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Amenity Center

<i>Insurance</i>	\$14,485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,485
<i>Pest Control</i>	\$185	\$185	\$185	\$194	\$194	\$194	\$0	\$0	\$0	\$0	\$0	\$0	\$1,138
<i>Repairs & Replacements</i>	\$622	\$3,455	\$2,877	\$15,197	\$4,745	\$2,904	\$0	\$0	\$0	\$0	\$0	\$0	\$29,799
<i>Recreational Passes</i>	\$0	\$0	\$0	\$235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235
<i>Office Supplies</i>	\$0	\$340	\$743	\$135	\$70	\$43	\$0	\$0	\$0	\$0	\$0	\$0	\$1,331
<i>Other Current Charges</i>	\$45	\$45	\$45	\$45	\$45	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$270
<i>Permit Fees</i>	\$0	\$368	\$0	\$1,289	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,657

Utilities

<i>Water & Sewer</i>	\$522	\$652	\$769	\$745	\$595	\$2,312	\$0	\$0	\$0	\$0	\$0	\$0	\$5,595
<i>Electric</i>	\$2,756	\$1,770	\$2,132	\$1,940	\$2,330	\$2,227	\$0	\$0	\$0	\$0	\$0	\$0	\$13,155
<i>Telephone/Cable/Internet</i>	\$307	\$307	\$307	\$311	\$313	\$313	\$0	\$0	\$0	\$0	\$0	\$0	\$1,856

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2021

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center Cont'd.</u>													
<u>Management Contracts</u>													
Pool Monitors/Lifeguards	\$1,053	\$0	\$0	\$0	\$0	\$1,496	\$0	\$0	\$0	\$0	\$0	\$0	\$2,549
Facility Monitor	\$1,824	\$1,920	\$2,000	\$2,000	\$2,000	\$2,008	\$0	\$0	\$0	\$0	\$0	\$0	\$11,751
Facility Management (5,083.33)	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$0	\$0	\$0	\$0	\$0	\$0	\$30,500
Facility Attendants	\$817	\$978	\$632	\$789	\$1,129	\$910	\$0	\$0	\$0	\$0	\$0	\$0	\$5,256
Field Operations (4,271.58)	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$0	\$0	\$0	\$0	\$0	\$0	\$25,629
Facility Maintenance (4,083.33)	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$0	\$0	\$0	\$0	\$0	\$0	\$24,500
Pool Maintenance (1,158.33)	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$0	\$0	\$0	\$0	\$0	\$0	\$6,950
Pool Chemicals (854.91 and 1399.10)	\$855	\$855	\$855	\$855	\$855	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,275
Janitorial Services (733.33)	\$733	\$733	\$733	\$733	\$733	\$733	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400
Common Area Waste Collection	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$0	\$0	\$0	\$0	\$0	\$0	\$9,150
Program Director (214.58)	\$215	\$215	\$215	\$215	\$215	\$215	\$0	\$0	\$0	\$0	\$0	\$0	\$1,287
Refuse Service	\$848	\$848	\$848	\$952	\$952	\$952	\$0	\$0	\$0	\$0	\$0	\$0	\$5,401
Security - Envera (493)	\$493	\$493	\$493	\$493	\$493	\$493	\$0	\$0	\$0	\$0	\$0	\$0	\$2,958
Special Events	\$0	\$369	\$91	\$507	\$228	\$314	\$0	\$0	\$0	\$0	\$0	\$0	\$1,509
Holiday Decorations	\$0	\$0	\$3,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,380
Pressure Washing	\$0	\$0	\$0	\$0	\$2,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,950
<u>Amenity Center Expenses</u>	\$41,880	\$29,655	\$32,427	\$42,758	\$31,018	\$31,279	\$0	\$0	\$0	\$0	\$0	\$0	\$211,966
<u>Grounds Maintenance</u>													
Street lighting	\$3,211	\$3,211	\$3,211	\$3,212	\$3,215	\$3,215	\$0	\$0	\$0	\$0	\$0	\$0	\$19,275
Lake Maintenance (\$1,175.00)	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$0	\$0	\$0	\$0	\$0	\$0	\$7,050
Landscape Maintenance (\$25,3384.88)	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$0	\$0	\$0	\$0	\$0	\$0	\$152,034
Landscape Contingency	\$9,680	\$0	\$2,250	\$0	\$1,715	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,645
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Grounds Maintenance Expenses</u>	\$39,405	\$29,725	\$31,975	\$29,726	\$31,445	\$29,729	\$0	\$0	\$0	\$0	\$0	\$0	\$192,004
<u>Total Expenses</u>	\$105,700	\$70,346	\$70,182	\$82,389	\$69,376	\$72,860	\$0	\$0	\$0	\$0	\$0	\$0	\$473,804
<u>Excess Revenues (Expenditures)</u>	(\$105,354)	\$28,101	\$259,928	\$536,845	(\$30,156)	(\$54,966)	\$0	\$0	\$0	\$0	\$0	\$0	\$631,447

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015A1-A2
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

<i>Adopted Budget</i>	<i>Prorated Thru 03/31/21</i>	<i>Actual Thru 03/31/21</i>	<i>Variance</i>
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Revenues:

Interest Income	\$5,000	\$300	\$138	(\$162)
Assessments	\$985,875	\$955,854	\$955,854	\$0
Prepayments A1	\$0	\$0	\$0	\$0
Prepayments A2	\$0	\$0	\$0	\$0

Total Revenues

\$990,875	\$956,154	\$955,992	(\$162)
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Expenditures

Series 2015A-1

Interest 11/1	\$172,176	\$172,176	\$172,176	\$0
Principal Prepayment 11/1	\$0	\$0	\$0	\$0
Interest 5/1	\$172,176	\$0	\$0	\$0
Principal 5/1	\$435,000	\$0	\$0	\$0
Special Call 5/1	\$0	\$0	\$0	\$0

Series 2015A-2

Interest 11/1	\$51,181	\$51,181	\$51,181	\$0
Principal Prepayment 11/1	\$0	\$0	\$0	\$0
Interest 5/1	\$51,181	\$0	\$0	\$0
Principal 5/1	\$100,000	\$0	\$0	\$0
Special Call 5/1	\$0	\$0	\$0	\$0

Total Expenditures

\$981,715	\$223,358	\$223,358	\$0
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Excess Revenues (Expenditures)

\$9,160	\$732,796	\$732,634	(\$162)
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Other Sources (Uses)

Operating Transfer In (Out)	\$0	\$0	\$0	\$0
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Total Other Sources(Uses)

\$0	\$0
-----	-----

Net Change in Fund Balance

\$9,160	\$732,634
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Fund Balance - Beginning

\$235,202	\$731,985
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Fund Balance - Ending

\$244,362	\$1,464,619
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Turnbull Creek
Community Development District
Debt Service Fund - Series 2015B1-B2
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

Revenues:

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/21</i>	<i>Actual Thru 03/31/21</i>	<i>Variance</i>
Interest Income	\$700	\$350	\$13	(\$337)
Assessments	\$78,987	\$76,581	\$76,581	\$0
Prepayments B1	\$0	\$0	\$0	\$0
Prepayments B2	\$0	\$0	\$0	\$0

Total Revenues

\$79,687	\$76,931	\$76,594	(\$337)
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Expenditures

Series 2015B-1

Interest 11/1	\$19,535	\$19,535	\$19,535	\$0
Interest 5/1	\$19,535	\$0	\$0	\$0
Principal 5/1	\$20,000	\$0	\$0	\$0

Series 2015B-2

Interest 11/1	\$5,313	\$5,313	\$5,431	(\$119)
Interest 5/1	\$5,313	\$0	\$0	\$0
Principal 5/1	\$5,000	\$0	\$0	\$0

Total Expenditures

\$74,695	\$24,848	\$24,966	(\$119)
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Excess Revenues (Expenditures)

\$4,992	\$52,084	\$51,628
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Other Sources (Uses)

Operating Transfer In (Out)	\$0	\$0	\$0	\$0
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Total Other Sources(Uses)

\$0	\$0
-----	-----

Net Change in Fund Balance

\$4,992 \$51,628

Fund Balance - Beginning

\$33,976	\$75,479
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Fund Balance - Ending

\$38,968	\$127,107
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Turnbull Creek
Community Development District
Debt Service Fund - Series 2016
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/21</i>	<i>Actual Thru 03/31/21</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Interest Income</i>	\$1,900	\$950	\$16	(\$934)
<i>Assessments</i>	\$286,505	\$277,780	\$277,780	\$0
<i>Total Revenues</i>	\$288,405	\$278,730	\$277,797	(\$934)
<u>Expenditures</u>				
<u>Series 2016</u>				
<i>Interest 11/1</i>	\$66,656	\$66,656	\$66,656	\$0
<i>Special Call 11/1</i>	\$0	\$0	\$10,000	(\$10,000)
<i>Interest 5/1</i>	\$66,656	\$0	\$0	\$0
<i>Principal 5/1</i>	\$155,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$288,311	\$66,656	\$76,656	(\$10,000)
<i>Excess Revenues (Expenditures)</i>	\$94	\$212,075	\$201,141	
<i>Fund Balance - Beginning</i>	\$74,388		\$196,649	
<i>Fund Balance - Ending</i>	\$74,482		\$397,790	

Turnbull Creek
Community Development District
Capital Projects Fund

*Statement of Revenues & Expenditures
For the Period ending March 31, 2021*

<i>Series 2015A-1 & A-2</i>

Revenues:

Interest Income	\$0
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Total Revenues	\$0
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Expenditures

Capital Outlay (1) - Series 2016	\$0
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Capital Outlay - Series 2015A-1-A2	\$0
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Capital Outlay - Series 2015 B-1-B2	\$0
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Cost of Issuance	\$0
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Total Expenditures	\$0
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Excess Revenues (Expenditures)	\$0
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Other Sources (Uses)

Operating Transfer In	\$0
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Total Other Sources(Uses)	\$0
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Net Change in Fund Balance	\$0
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Fund Balance - Beginning	\$2,743
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Fund Balance - Ending	\$2,743
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Turnbull Creek
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
For the Period ending March 31, 2021

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/21</i>	<i>Actual Thru 03/31/21</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Capital Reserve Funding - Transfer In</i>	\$212,819	\$0	\$0	\$0
<i>Total Revenues</i>	\$212,819	\$0	\$0	\$0
<u>Expenditures</u>				
<i>Repair and Replacement</i>	\$50,000	\$25,000	\$1,866	\$23,134
<i>Capital Outlay</i>	\$50,000	\$29,259	\$29,259	\$0
<i>Other Current Charges</i>	\$240	\$120	\$133	(\$13)
<i>Total Expenditures</i>	\$100,240	\$54,379	\$31,257	\$23,121
<i>Excess Revenues (Expenditures)</i>	\$112,579		(\$31,257)	
<i>Fund Balance - Beginning</i>	\$323,544		\$190,439	
<i>Fund Balance - Ending</i>	\$436,123		\$159,182	

Turnbull Creek
Community Development District
Long Term Debt Report

Series 2015A1-A2 Special Assessment Refunding Bonds	
Interest Rate:	4.190%
Maturity Date:	5/1/2035
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$495,258
Reserve Fund Balance:	\$495,335
Bonds outstanding - 4/30/2015	\$13,375,000
Less: May 2, 2016 (Principal)	(\$475,000)
Less: May 2, 2016 (Prepayment -A2)	(\$15,000)
Less: November 1, 2016 (Prepayment -A1)	(\$10,000)
Less: November 1, 2016 (Prepayment -A2)	(\$5,000)
Less: May 1, 2017 (Principal-A1)	(\$395,000)
Less: May 1, 2017 (Principal-A2)	(\$90,000)
Less: May 1, 2017 (Prepayment-A2)	(\$10,000)
Less: November 1, 2017 (Prepayment -A1)	(\$15,000)
Less: November 1, 2017 (Prepayment -A2)	(\$5,000)
Less: May 1, 2018 (Principal-A1)	(\$405,000)
Less: May 1, 2018 (Principal-A2)	(\$90,000)
Less: May 1, 2018 (Prepayment -A1)	(\$15,000)
Less: November 1, 2018 (Principal-A1)	(\$5,000)
Less: May 1, 2019 (Principal-A1)	(\$400,000)
Less: May 1, 2019 (Principal-A2)	(\$95,000)
Less: May 1, 2019 (Prepayment -A1)	(\$5,000)
Less: May 1, 2019 (Prepayment -A2)	(\$30,000)
Less: November 1, 2019 (Prepayment -A1)	(\$5,000)
Less: November 1, 2019 (Prepayment -A2)	(\$5,000)
Less: May 1, 2020 (Principal-A1)	(\$425,000)
Less: May 1, 2020 (Principal-A2)	(\$100,000)
Less: May 1, 2020 (Prepayment -A1)	(\$15,000)
Less: May 1, 2020 (Prepayment -A2)	(\$30,000)
Current Bonds Outstanding	\$10,730,000

Series 2015B1-B2 Pond Bank Reconstruction Special Assessment Bonds	
Interest Rate:	4.450%
Maturity Date:	5/1/2045
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$41,378
Reserve Fund Balance:	\$41,385
Bonds outstanding - 4/30/2015	\$1,280,000
Less: May 2, 2016 Principal B1	(\$20,000)
Less: May 2, 2016 Principal B2	(\$5,000)
Less: May 1, 2017 (Principal-B1)	(\$20,000)
Less: May 1, 2017 (Principal-B2)	(\$5,000)
Less: November 1, 2017 (Prepayment-B1)	(\$5,000)
Less: May 1, 2018 (Principal-B1)	(\$20,000)
Less: May 1, 2018 (Principal-B2)	(\$5,000)
Less: November 1, 2018 (Principal-B2)	(\$5,000)
Less: May 1, 2019 (Principal-B1)	(\$20,000)
Less: May 1, 2019 (Principal-B2)	(\$5,000)
Less: November 1, 2019 (Principal-B2)	(\$5,000)
Less: May 1, 2020 (Principal-B1)	(\$20,000)
Less: May 1, 2020 (Principal-B2)	(\$5,000)
Current Bonds Outstanding	\$1,140,000

Series 2016 Special Assessment Refunding and Revenue Bonds	
Interest Rate:	3.700%
Maturity Date:	11/1/2037
Reserve Fund Definition:	40% Max Annual Debt
Reserve Fund Requirement:	\$115,142
Reserve Fund Balance:	\$115,755
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)
Less: May 1, 2020 Principal	(\$150,000)
Less: May 1, 2020 Prepayment	(\$10,000)
Less: November 1, 2020 Prepayment	(\$10,000)
Current Bonds Outstanding	\$3,593,000

**TURNBULL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021 ASSESSMENT RECEIPTS SUMMARY**

TAX ROLL	# UNITS ASSESSED	TOTAL ASSESSED	SERIES 2015A1- 2 DEBT ASSESSED	SERIES 2016 DEBT ASSESSED	SERIES 2015B1-2 DEBT ASSESSED	FY21 O&M ASSESSED
CERTIFIED TAX ROLL	959	2,477,514.80	985,874.50	286,504.77	78,986.62	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
11/2/2020	1	22,020.44	8,762.57	2,546.49	702.04	10,009.34
11/12/2020	2	75,140.01	29,900.37	8,689.34	2,395.57	34,154.73
11/24/2020	3	117,219.80	46,645.13	13,555.53	3,737.13	53,282.01
12/3/2020	4	244,216.99	97,180.97	28,241.74	7,785.98	111,008.30
12/16/2020	5	478,739.10	190,504.08	55,362.35	15,262.87	217,609.80
1/7/2021	6	1,362,209.44	542,062.37	157,528.63	43,429.13	619,189.31
1/19/2021	INTEREST	94.02	37.41	10.87	3.00	42.74
2/22/2021	7	86,273.28	34,330.62	9,976.81	2,750.51	39,215.34
3/11/2021	8	16,159.11	6,430.18	1,868.67	515.17	7,345.09
4/8/2021	INTEREST	20.38	8.11	2.36	0.65	9.26
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
TOTAL TAX ROLL RECEIPTS		2,402,092.57	955,861.81	277,782.79	76,582.05	1,091,865.92

PERCENT COLLECTED	96.96%	96.96%	96.96%	96.96%	96.96%
--------------------------	---------------	---------------	---------------	---------------	---------------

C.

Turnbull Creek

Community Development District

Check Run Summary

2/1/2021 - 3/31/2021

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>
<u>General Fund</u>			
<i>Accounts Payable</i>	2/1/21-2/28/21	1295-1306	\$ 52,144.48
	3/1/21-3/31/21	1307-1322	\$ 283,837.40
<i>Subtotal</i>			\$ 335,981.88
<u>Capital Reserve Fund</u>			
<i>Accounts Payable</i>	2/22/21	105	\$ 8,656.44
	3/4/21	106	\$ 1,866.00
<i>Subtotal</i>			\$ 10,522.44
<u>Total</u>			\$ 346,504.32

*Fedex invoices available upon request.

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/10/21	00362	1/29/21 12921	202101 330-57200-63100	REPLACED FOUNTAIN CONTROL	*	500.00	
				ALFRED W GROVER			500.00 001295
2/10/21	00277	2/01/21 9444	202102 320-53800-46600	FEB LANDSCAPE MAINTENANCE	*	25,339.00	
				DUVAL LANDSCAPE MAINTENANCE LLC			25,339.00 001296
2/10/21	00016	2/01/21 273	202102 310-51300-34000	FEB MANAGEMENT FEES	*	3,750.00	
		2/01/21 273	202102 310-51300-55000	FEB WEBSITE ADMINISTRATIO	*	100.00	
		2/01/21 273	202102 310-51300-35100	FEB INFORMATION TECHNOLOG	*	133.33	
		2/01/21 273	202102 310-51300-31300	FEB DISSEMINATION AGENT S	*	166.67	
		2/01/21 273	202102 310-51300-51000	OFFICE SUPPLIES	*	6.43	
		2/01/21 273	202102 310-51300-42000	POSTAGE	*	55.95	
		2/01/21 273	202102 310-51300-42500	COPIES	*	41.40	
				GOVERNMENTAL MANAGEMENT SERVICES			4,253.78 001297
2/10/21	00041	2/01/21 13129559	202102 330-57200-46500	FEB POOL CHEMICALS	*	854.91	
				POOLSURE			854.91 001298
2/10/21	00163	2/01/21 51	202102 330-57200-34800	FEB FACILITY MONITOR	*	2,016.67	
		2/01/21 51	202102 330-57200-34800	FEB FACILITY MONITOR	*	16.67-	
		2/01/21 51	202102 330-57200-34000	FEB FACILITY MANAGEMENT	*	5,083.33	
		2/01/21 51	202102 330-57200-34300	FEB FACILITY ATTENDANTS	*	1,350.00	
		2/01/21 51	202102 330-57200-34300	FEB FACILITY ATTENDANTS	*	220.56-	
		2/01/21 51	202102 330-57200-34100	FEB FIELD OPERATIONS	*	4,271.58	
		2/01/21 51	202102 330-57200-34400	FEB FACILITY MAINTENANCE	*	4,083.33	
		2/01/21 51	202102 330-57200-46400	FEB POOL MAINTENANCE SERV	*	1,158.33	
		2/01/21 51	202102 330-57200-34200	FEB JANITORIAL SERVICES	*	733.33	

TURN TURNBULL CREEK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/21 51	202102 330-57200-34900		*	1,525.00	
		FEB COMMON AREA WASTE COL					
		2/01/21 51	202102 330-57200-34700		*	214.58	
		FEB PROGRAM DIRECTOR					
				RIVERSIDE MANAGEMENT SERVICES, INC			20,198.92 001299
2/22/21 00346		2/16/21 MURA5864	202101 330-57200-49000		*	45.00	
		JAN PREMIUM WEBSITE FEE					
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001300
2/22/21 00346		2/01/21 MURA5865	202102 330-57200-49000		*	45.00	
		FEB PREMIUM WEBSITE FEE					
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001301
2/22/21 00004		1/31/21 I0332778	202101 310-51300-48000		*	139.12	
		NOTICE MEETING 1/4/21					
				THE ST. AUGUSTINE RECORD			139.12 001302
2/22/21 00039		2/04/21 7258756	202102 330-57200-46600		*	115.50	
		FEB PEST CONTROL					
				TURNER PEST CONTROL			115.50 001303
2/22/21 00039		2/04/21 7259424	202102 330-57200-46600		*	78.75	
		FEB PEST CONTROL					
				TURNER PEST CONTROL			78.75 001304
2/22/21 00285		2/16/21 C22156	202102 330-57200-63100		*	199.50	
		HVAC INSPECTION					
				WEATHER ENGINEERS, INC			199.50 001305
2/22/21 00302		2/10/21 2812	202101 310-51300-31100		*	375.00	
		JAN ENGINEERING SERVICES					
				YURO & ASSOCIATES, LLC			375.00 001306
3/04/21 00362		1/30/21 13021	202101 330-57200-63100		*	470.00	
		REPLACE LED FIXTURES					
				ALFRED W GROVER			470.00 001307
3/12/21 00362		1/30/21 13021	202101 330-57200-63100		V	470.00-	
		REPLACE LED FIXTURES					
				ALFRED W GROVER			470.00-001307
3/04/21 00366		2/12/21 997345	202102 330-57200-63300		*	2,950.00	
		PRESSURE WASH EXTERIOR AM					
				JAMES M TETER DBA			2,950.00 001308
				TURN TURNBULL CREEK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/04/21	00124	12/03/20 14550A	202012 330-57200-63100	QUARTERLY PM	*	350.47	
				SOUTHEAST FITNESS REPAIR			350.47 001309
3/10/21	00303	3/03/21 03032021	202103 300-20700-10500	12/3 ST JOHNS TAX DIST 4	*	28,241.74	
		3/03/21 03032021	202103 300-20700-10500	12/16 ST JOHNS TAX DIST 5	*	55,362.35	
		3/03/21 03032021	202103 300-20700-10500	1/7 ST JOHNS TAX DIST 6	*	157,528.63	
		3/03/21 03032021	202103 300-20700-10500	1/19 ST JOHNS TAX DIST IN	*	10.87	
		3/03/21 03032021	202103 300-20700-10500	2/22 ST JOHNS TAX DIST 7	*	9,976.81	
				TURNBULL CREEK CDD-HANCOCK 2016			251,120.40 001310
3/15/21	00362	1/30/21 13021A	202101 330-57200-63100	REPLACE 4 LED TYPE FIXTUR	*	470.00	
				ALFRED W GROVER			470.00 001311
3/15/21	00277	2/11/21 9749	202102 320-53800-46600	BOCCE BALL COURT STONE	*	1,715.18	
				DUVAL LANDSCAPE MAINTENANCE LLC			1,715.18 001312
3/15/21	00346	3/01/21 MURA5866	202103 330-57200-49000	MAR PREMIUM WEBSITE FEE	*	45.00	
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001313
3/23/21	00362	3/20/21 32021	202103 330-57200-63100	INSTALL OUTDOOR LIGHTS	*	1,020.00	
				ALFRED W GROVER			1,020.00 001314
3/23/21	00362	3/22/21 32221	202103 330-57200-63100	REPAIR 10HP POOL PUMP MOT	*	225.00	
				ALFRED W GROVER			225.00 001315
3/23/21	00304	4/03/21 040321.0	202104 300-15500-10000	EASTER 4/3 BOUNCE HOUSE	*	2,000.00	
				BOUNCERS,SLIDES,AND MORE INC.			2,000.00 001316
3/23/21	00015	3/19/21 120932	202102 310-51300-31500	GENERAL COUNSEL	*	1,844.00	
				HOPPING GREEN & SAMS			1,844.00 001317
3/30/21	00269	3/01/21 700194	202103 300-15500-10000	MONITORING 4/1-6/30/21	*	1,479.00	
				ENVERA			1,479.00 001318
				TURN TURNBULL CREEK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/30/21	00163	3/01/21 52	202103 330-57200-34800		*	2,016.67	
			MAR FACILITY MONITOR				
		3/01/21 52	202103 330-57200-34800		*	9.15-	
			CREDIT MEMO 3/4/21				
		3/01/21 52	202103 330-57200-34000		*	5,083.33	
			MAR FAC MANAGEMENT				
		3/01/21 52	202103 330-57200-34300		*	1,350.00	
			MAR FAC ATTENDANTS				
		3/01/21 52	202103 330-57200-34300		*	440.40-	
			MAR CREDIT MEMO3/4/21				
		3/01/21 52	202103 330-57200-34100		*	4,271.58	
			MAR MAR FIELD OPERATIONS				
		3/01/21 52	202103 330-57200-34400		*	4,083.33	
			MAR FAC MAINTENANCE				
		3/01/21 52	202103 330-57200-46400		*	1,158.33	
			MAR MAR POOL MAINTENANCE				
		3/01/21 52	202103 330-57200-34200		*	733.33	
			MAR JANITORIAL SERVICES				
		3/01/21 52	202103 330-57200-34900		*	1,525.00	
			MAR COMMON AREA WASTE COL				
		3/01/21 52	202103 330-57200-34700		*	214.58	
			MAR FAC MANAGEMENT				
RIVERSIDE MANAGEMENT SERVICES, INC						19,986.60	001319
3/30/21	00039	3/08/21 7330219	202103 330-57200-46600		*	115.50	
			MAR PEST CONTROL				
TURNER PEST CONTROL						115.50	001320
3/30/21	00039	3/08/21 7330999	202103 330-57200-46600		*	78.75	
			MAR PEST CONTROL				
TURNER PEST CONTROL						78.75	001321
3/30/21	00302	3/23/21 2837	202102 310-51300-31100		*	437.50	
			FEB ENGINEERING SERVICES				
YURO & ASSOCIATES, LLC						437.50	001322
TOTAL FOR BANK C						335,981.88	
TOTAL FOR REGISTER						335,981.88	

TURN TURNBULL CREEK BPEREGRINO

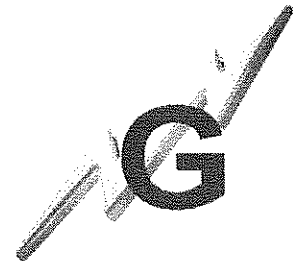
Alfred W. Grover, Electrical Contractor

1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

12921 1/29/2021
INVOICE # 12921

Bill To:

Turnbull Creek CD
c/o Bernadette Peregrino
1408 Hamlin Road
St. Cloud, FL 34771-8588
904-239-5309



Job Location: Murabella Amenty Center, St Augustine, Florida

DESCRIPTION OF WORK	AMOUNT
1) Installed 1, fountain pump control unit Quoted price labor and materials <i>fountain</i> <i>Replaced Pump Control</i> <i>362 C</i> <i>RECEIVED</i> <i>FEB 01 2021</i> <i>1,880.572.681</i> Worked ordered by Jerry Lambert Work Completed 1/29/2021	500.00
TOTAL	\$ 500.00

Please make check payable to: Alfred W. Grover

THANK YOU FOR YOUR BUSINESS!



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

INVOICE

Date	Invoice No.
02/01/21	9444
Terms	Due Date
Net 40	03/13/21

BILL TO

AP Sanchez - Turnbull Creek
TURNBULL CREEK COMMUNITY DEVELOPMENT DIST
Attn: District Manager
475 WEST TOWN PLACE, SUITE #114
ST. AUGUSTINE, FL 32092

PROPERTY

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

Amount Due	PO Number
\$25,339.00	

Please detach top portion and return with your payment.

DESCRIPTION	TOTAL
#9694 - Turnbull Creek CDD- Renewal 2020 February 2021	\$25,339.00

Feb Landscape Maintenance
277C

RECEIVED

FEB 01 2021

001-320-53800-46400

Total	\$25,339.00
Payments/Credits	(\$0.00)
Balance Due	\$25,339.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 273

Invoice Date: 2/1/21

Due Date: 2/1/21

Case:

P.O. Number:

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

RECEIVED

FEB 3 2021
16 C

	Description	Hours/Qty	Rate	Amount
1	Management Fees - February 2021		3,750.00	3,750.00
2	Website Administration - February 2021		100.00	100.00
3	Information Technology - February 2021		133.33	133.33
4	Dissemination Agent Services - February 2021		166.67	166.67
5	Office Supplies		6.43	6.43
6	Postage		55.95	55.95
7	Copies		41.40	41.40

1. 1 - 310 - 513 - 34000
2. 1 - 310 - 513 - 35000
3. 1 - 310 - 513 - 35700
4. 1 - 310 - 513 - 31300
5. 1 - 310 - 513 - 57000
6. 1 - 310 - 513 - 42000
7. 1 - 310 - 513 - 42500

Total \$4,253.78**Payments/Credits** \$0.00**Balance Due** \$4,253.78



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

Invoice

Date

2/1/2021

Invoice #

131295597663

Terms	Net 20
Due Date	2/21/2021
PO #	

Bill To		Ship To		
Turnbull Creek CDD 475 West Town Place Suite 114 St. Augustine FL 32092		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	816.29
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
Feb Pool chemicals 41C 001-330-57200-46500				
RECEIVED FEB 03 2021				

A prepayment discount of 5% is available if the entire amount for 2021 is paid by December 31st, 2020. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Total Amount Due 854.91
\$854.91

Remittance Slip

Customer
13MUR100
Invoice #
131295597663

Amount Due \$854.91

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



Riverside Management Services, Inc

9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice**RECEIVED**

FEB 04 2021

Bill To:

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

Invoice #: 51**Invoice Date:** 2/1/2021**Due Date:** 2/1/2021**Case:****P.O. Number:**

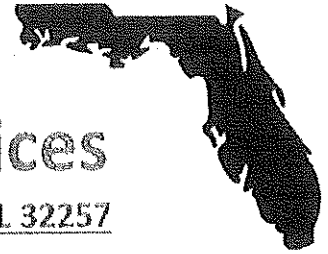
1630

Description	Hours/Qty	Rate	Amount
1.330.57200.34800 - Facility Monitor - Turnbull Creek - February 2021		2,016.67	2,016.67
1.330.57200.34800 - Facility Monitor - Turnbull Creek - February 2021 - (Credit per 2/4/21 Memo)		-16.67	-16.67
1.330.57200.34000 - Facility Management - Turnbull Creek - February 2021		5,083.33	5,083.33
1.330.57200.34300 - Facility Attendants - Turnbull Creek - February 2021		1,350.00	1,350.00
1.330.57200.34300 - Facility Attendants - Turnbull Creek - February 2021 - (Credit per 2/4/21 Memo)		-220.56	-220.56
1.330.57200.34100 - Field Operations - Turnbull Creek - February 2021		4,271.58	4,271.58
1.330.57200.34400 - Facility Maintenance - Turnbull Creek - February 2021		4,083.33	4,083.33
1.330.57200.46400 - Pool Maintenance Services - February 2021		1,158.33	1,158.33
1.330.57200.34200 - Janitorial Services - February 2021		733.33	733.33
1.330.57200.34900 - Common Area Waste Collection - Turnbull Creek - February 2021		1,525.00	1,525.00
1.330.57200.34700 - Program Director - Turnbull Creek - February 2021		214.58	214.58
Total			\$20,198.92
Payments/Credits			\$0.00
Balance Due			\$20,198.92

2-3-21
CDD

Riverside Management Services

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



Turnbull Creek CDD
Monthly Credit Memorandum

RECEIVED

FEB 04 2021

DATE: February 4, 2021
FROM: Rich Whetsel
TO: RMS Billing Department
SUBJECT: August Adjustment – Monthly Invoice Adjustment for January 2021 Services

Please adjust February 2021 invoice to reflect the actual hours worked for the month of January 2021 for the following hourly services.

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Billed</u>	<u>Credit Amount</u>
• Facility Monitor	125.00	\$16.00	\$2,000.00	\$2,016.67	\$16.67
• Facility Attendant	70.59	\$16.00	\$1,129.44	\$1,350.00	\$220.56

RMS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY MONITOR BILLABLE HOURS
FOR THE MONTH OF JANUARY 2021

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
1/4/21	8	A.L.	Completed daily checklist, answered calls
1/5/21	8	A.L.	Completed daily checklist, answered calls
1/5/21	3.97	J.M.	Completed daily checklist, answered calls, closed up
1/6/21	8	A.L.	Completed daily checklist, answered calls
1/6/21	4	J.M.	Completed daily checklist, answered calls, closed up
1/7/21	7.82	A.L.	Completed daily checklist, answered calls, closed up
1/8/21	4.07	J.M.	Completed daily checklist, answered calls, closed up
1/12/21	8	A.L.	Completed daily checklist, answered calls
1/12/21	4.05	J.M.	Completed daily checklist, answered calls, closed up
1/13/21	8	A.L.	Completed daily checklist, answered calls
1/13/21	3.63	J.M.	Completed daily checklist, answered calls, closed up
1/14/21	3	A.L.	Completed daily checklist, answered calls, closed up
1/15/21	4.15	J.M.	Completed daily checklist, answered calls, closed up
1/18/21	4.17	J.M.	Completed daily checklist, answered calls, closed up
1/19/21	8	A.L.	Completed daily checklist, answered calls
1/19/21	3.97	J.M.	Completed daily checklist, answered calls, closed up
1/20/21	4.1	J.M.	Completed daily checklist, answered calls, closed up
1/21/21	3	A.L.	Completed daily checklist, answered calls, closed up
1/22/21	4.03	J.M.	Completed daily checklist, answered calls, closed up
1/26/21	8	A.L.	Completed daily checklist, answered calls
1/26/21	4.02	J.M.	Completed daily checklist, answered calls, closed up
1/27/21	4.02	J.M.	Completed daily checklist, answered calls, closed up
1/28/21	3	T.W.	Completed daily checklist, answered calls, closed up
1/29/21	4	J.M.	Completed daily checklist, answered calls, closed up

RMS

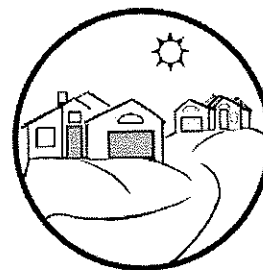
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY ATTENDANT BILLABLE HOURS
FOR THE MONTH OF JANUARY 2021

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
1/2/21	7	H.A.	Amenity Center/Fitness Center Attendant
1/3/21	7	J.A.	Amenity Center/Fitness Center Attendant
1/9/21	7	H.A.	Amenity Center/Fitness Center Attendant
1/10/21	7.47	J.A.	Amenity Center/Fitness Center Attendant
1/16/21	7.12	J.A.	Amenity Center/Fitness Center Attendant
1/17/21	7	H.A.	Amenity Center/Fitness Center Attendant
1/23/21	7	H.A.	Amenity Center/Fitness Center Attendant
1/24/21	7	J.A.	Amenity Center/Fitness Center Attendant
1/30/21	7	H.A.	Amenity Center/Fitness Center Attendant
1/31/21	7	J.A.	Amenity Center/Fitness Center Attendant

70.59

Neighborhood Publications, Inc.
P.O. Box 4483
Alpharetta, GA 30023
(904) 514-5447
info@connecttneighbors.com
www.connecttneighbors.com

Invoice



BILL TO
MuraBella
c/o Governmental Management
Services - Central Florida, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
United States of America

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MURA5864	01/01/2021	\$45.00	01/31/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Premium Version of Website	Fee for Premium Version of Website - www.mymurabella.com	1	45.00	45.00
		BALANCE DUE			\$45.00

Neighborhood Publications, Inc.

P.O. Box 4483

Alpharetta, GA 30023

(904) 514-5447

info@connecttoneighbors.com

www.connecttoneighbors.com

Invoice**BILL TO****MuraBella**c/o Governmental Management
Services - Central Florida, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
United States of America

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MURA5865	02/01/2021	\$45.00	03/03/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Premium Version of Website	Fee for Premium Version of Website - www.mymurabella.com	1	45.00	45.00

BALANCE DUE

\$45.00*Feb Premium Website Fee*
*346C**1-330-57200-49000***RECEIVED**
FEB 16 2021

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
12/31		Balance Forward							\$0.00
01/04 01/04	103327788-01042021	BOS MTG 1/12/21	SA St Augustine Record	1.00 x 7.7500	7.75	1	\$8.98		\$69.60
01/04 01/04	103327788-01042021	BOS MTG 1/12/21	SA St Aug Record Online	1.00 x 7.7500	7.75	1	\$8.97		\$69.52
PREVIOUS AMOUNT OWED:									\$0.00
NEW CHARGES THIS PERIOD:									\$139.12
CASH THIS PERIOD:									\$0.00
DEBIT ADJUSTMENTS THIS PERIOD:									\$0.00
CREDIT ADJUSTMENTS THIS PERIOD:									\$0.00
We appreciate your business.									
4C - 001 310 - 51300 - 48000 Notice meeting 1/4/21									
RECEIVED FEB 12 2021									

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
	\$139.12		\$0.00	\$0.00	\$0.00	\$0.00		\$139.12
ADVERTISER INFORMATION								
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME	
	01/01/2021 - 01/31/2021		18409		18409		TURNBULL CREEK CDD/MURA BELLA/	

MAKE CHECKS PAYABLE TO

The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

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
	01/01/2021 - 01/31/2021		TURNBULL CREEK CDD/MURA BELLA/
COMPANY	23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT
SA 7		\$139.12	\$0.00
			NET 15 DAYS
21	CURRENT NET AMOUNT	22	30 DAYS
	\$139.12		\$0.00
			\$0.00
			\$0.00
4	PAGE #	5	BILLING DATE
			01/31/2021
		6	BILLED ACCOUNT NUMBER
			18409
		7	ADVERTISER/CLIENT NUMBER
			18409
		24	STATEMENT NUMBER
			0000084761

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2061

TURNBULL CREEK CDD/MURA BELLA/
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

The St. Augustine Record
Dept 1261
PO Box 121261
Dallas, TX 75312-1261



Mon, Jan 4, 2021
8:24:34AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 18409
Phone: 19049405850

E-Mail:

Client: TURNBULL CREEK CDD/MURA BEL

Name: TURNBULL CREEK CDD/MURA BELLA/
Address: 475 W TOWN PLACE
ROOM 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003327788-01

Start: 01/04/2021

Placement: SA Legals

Copy Line: TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL MEETING OF THE BOARD OF SUP

Caller: SARAH SWEETING

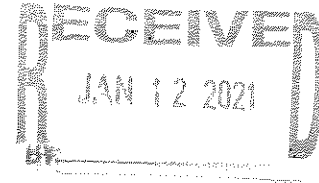
Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 01/04/2021

4 C - 001-310-51300 48000



Mon, Jan 4, 2021
8:24:34AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines	93
Depth	7.75
Columns	1
Price	\$139.12

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF SPECIAL MEETING OF
THE BOARD OF SUPERVISORS
AND NOTICE OF WORKSHOP
MEETING**

Notice is hereby given that the Board of Supervisors ("Board") of the Turnbull Creek Community Development District ("District") will hold a meeting on Tuesday, January 12, 2021, at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, c/o Governmental Management Services LLC - North Florida, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Manager's Office") during normal business hours.

The Board will also hold a workshop meeting in conjunction with the regular meeting of the Murabella Homeowner's Association, Inc. ("HOA") on Monday, January 18, 2021 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092. No agenda has been planned for this workshop meeting by the District and it is not expected that any matters related to the District will be discussed; however, one or more members of the Board are expected to be in attendance.

As a public health precaution, all those attending the meeting of the District or the HOA in person may be subject to screening questions, temperature checks and will be required to wear a mask. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, any member of the public interested in listening to and participating in the meeting remotely may do so by calling 1-800-264-8432, Participant Code 633497. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager in advance at (904) 940-5560 x 405 or etorres@gmsnl.com to facilitate the Board's consideration of such questions and comments during the meeting.

The meeting and workshop ("Meetings") are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meetings may be continued to a date, time, and place to be specified on the record at such Meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the Meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to each respective Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Ernesto Torres
District Manager
0003327788 January 4, 2021

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# 0003327788-01
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 **BOS MTG 1/12/21** was published in said newspaper on **01/04/2021**.

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.

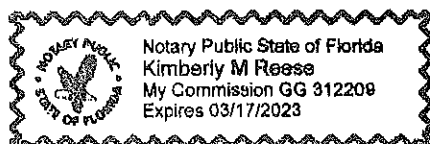
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this ____ day of JAN 04 2021

by Melissa Rhinehart who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF SPECIAL MEETING OF
THE BOARD OF SUPERVISORS
AND NOTICE OF WORKSHOP
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Ernesto Torres
District Manager
0003327788 January 4, 2021



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-355-5300 • Fax: 904-353-1498 • Toll Free: 800-226-6305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7258756
DATE: 2/4/2021
ORDER: 7258756

Bill To: [129708]

Turnbull Creek CCD
475 W Town Pl Ste 114
Saint Augustine, FL 32092-3649

Work

Location:

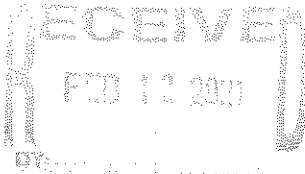
[129708] 904-589-4783

Murabella Owners Assoc Inc
101 W Positano
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
2/4/2021	10:45 AM			10:45 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/4/2021		05:45 PM

feb pest control 39C
1-330-57200-46600

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	115.50
SUBTOTAL		\$115.50
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$115.50
AMOUNT DUE		\$115.50



Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-366-5300 • Fax: 904-353-1499 • Toll Free: 800-228-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7259424
DATE: 2/4/2021
ORDER: 7259424

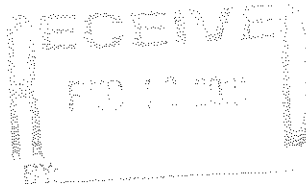
Bill To: [129708]
Turnbull Creek CCD
475 W Town Pl Ste 114
Saint Augustine, FL 32092-3649

Work Location: [129708] 904-589-4783
Murabella Owners Assoc Inc
101 W Positano
Saint Augustine, FL 32092-4787

Work Date	Time	Target Pest	Technician	Time In
2/4/2021	10:45 AM			10:45 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/4/2021		05:45 PM

Feb Pest Control 39C
1-330-57200-46600

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	78.75
SUBTOTAL		\$78.75
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$78.75
AMOUNT DUE		\$78.75



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.



-Since 1963-

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
C22156	02/16/21

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 #
02/16/21	29005			30	SA001

DESCRIPTION

Service Date: 2/15/21

Performed an inspection on your HVAC equipment as per agreement.

285C

1-330-57200-63100

RECEIVED
FEB 16 2021

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



Engineering / Permitting
Development Services
Property Management
Construction Management
ADA Consulting

Invoice

Date	Invoice #
2/10/21	2812

Bill To	
Turnbull Creek CDD Attn: Ernesto Torres Governmental Management Services	
P.O. No	

Yuro & Assoc. - Job No.
Y16-377

Item	Date	Description	Hours	Rate	Amount
		January 2021 - Engineering Services			
Turnbull Cree...	1/11/21	review past email correspondence regarding signal per attorney request	1	125.00	125.00
Turnbull Cree...	1/20/21	signal & storm drain coordination with County	1	125.00	125.00
Turnbull Cree...	1/21/21	signal & storm drain coordination with County	1	125.00	125.00

001.310.51300.31100 RECEIVED
FEB 11 2021
302 C

Total	\$375.00
--------------	-----------------

My Clean Roof LLC

4771 Harpers Ferry Lane
Jacksonville, FL 32257

Invoice

Date	Invoice #
2/12/2021	997345

Bill To
Murabella Amenity Center 101 W Positano Ave St Augustine , fl 32092

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	The following tile roofs were cleaned 1) Amenity center, pool gazebo and pool slide building 2) Front entrance columns 3) Building in field by tennis courts 4) 3 Mailbox roofs 5) Roof on Franchetta Ln	2,550.00	2,550.00
	Pressure wash exterior of Amenity center	400.00	400.00
All work is complete!		Total	\$2,950.00

SoutheastFitness

REPAIR

Equipment Repair & Maintenance

14476 Duval Place West, Suite 208 • Jacksonville, FL 32218

Office: 904.683.1439 • Fax: 904.683.1624

southeastfitnessrepair@comcast.net

www.southeastfitnessrepair.com

Invoice # 14550A

Date: 03-Dec-2020

Payment is due within 30 days of invoice date.

Facility Name:	Murabella Amenity Center
Facility Address:	c/o Turnbull Creek 101 West Positano Avenue St. Augustine, Florida 32092
Billing Address:	c/o Turnbull Creek 101 West Positano Avenue St. Augustine, Florida 32092
Contact & Phone:	
Reason for call:	QUARTERLY PM 3 treadmills 3 ellipticals 2 bikes 3 MULTI STATION 7 single station 2 BENCH \$375.00

RECEIVED

DEC 26 2020

1-330-57200-63100

124C

Description	Part #	Part Cost	QTY	Total
PM - FLAT RATE: TRAVEL + FIRST HOUR LABOR		350.47	1.00	350.47
Comments:			Parts Total	350.47
			Tax	24.53
			Balance	375.00

Technician: FRANK HARDY

Thank you for your business.

RECEIVED

General Fund

Date	Amount	Authorized By
March 3, 2021	\$ 251,120.40	Sheryl Fulks

Turnbull Creek CDD- Hancock 2016 Revenue Account #303

ASAP	001-300-20700-10500	C
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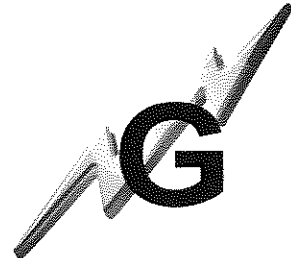
12/3/20 St Johns Cty Tax Dist	4	28,241.74
12/16/20 St Johns Cty Tax Dist	5	55,362.35
1/7/21 St Johns Cty Tax Dist	6	157,528.63
1/19/21 St Johns Cty Tax Dist	Interest	10.87
2/22/21 St Johns Cty Tax Dist	7	9,976.81
		\$ 251,120.40
		(Attach supporting documentation for request.)

Alfred W. Grover, Electrical Contractor

1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

DATE: 1/30/2021
INVOICE # 13021 A

Bill To:
Turnbull Creek CD
c/o Bernadette Peregrino
1408 Hamlin Road
St. Cloud, FL 34771-8588
904-239-5309



Job Location: Murabella Amenty Center, St Augustine, Florida

DESCRIPTION OF WORK	AMOUNT
1) Remove 4 existing landscape lighting fixtures and install 4 new LED type fixtures	
362 C 1. 330.572.631.	
Materials	85.00
Labor: 1 electrician 5.5 hrs @ \$70 per hour	385.00
Worked ordered by Jerry Lambert Work Completed 1/30/2021	
TOTAL	\$ 470.00

Please make check payable to: Alfred W. Grover

THANK YOU FOR YOUR BUSINESS!



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

INVOICE

Date	Invoice No.
02/11/21	9749
Terms	Due Date
Due on Receipt	02/11/21

BILL TO

AP Sanchez - Turnbull Creek
TURNBULL CREEK COMMUNITY DEVELOPMENT DIST
Attn: District Manager
475 WEST TOWN PLACE, SUITE #114
ST. AUGUSTINE, FL 32092

PROPERTY

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

Amount Due	PO Number
\$1,715.18	

Please detach top portion and return with your payment.

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	TOTAL
-------------	-----	-----	------------	-----------	-------

#12159 - Stone for Bocce Ball Court

Enhancement/Extra Services

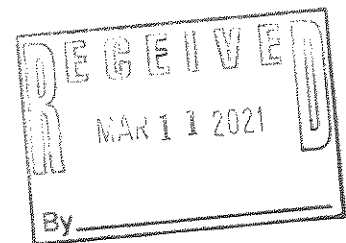
\$1,715.18

Total	\$1,715.18
Payments/Credits	(\$0.00)
Balance Due	\$1,715.18

2770

1- 320-538-466

Install Stone for Bocce Ball ct



Neighborhood Publications, Inc.
P.O. Box 4483
Alpharetta, GA 30023
(904) 514-5447
info@connecttoneighbors.com
www.connecttoneighbors.com

Invoice



BILL TO
Murabella
c/o Governmental Management
Services - Central Florida, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
United States of America

346C

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MURA5866	03/01/2021	\$45.00	03/31/2021	Net 30	

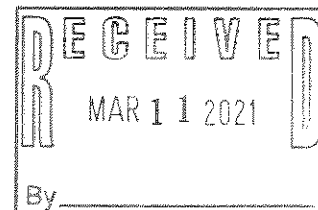
Mar Premium Website Fee

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Premium Version of Website	Fee for Premium Version of Website - www.mymurabella.com	1	45.00	45.00

BALANCE DUE

\$45.00

1-330-57200-49000



INVOICE

Alfred W. Grover, Electrical Contractor

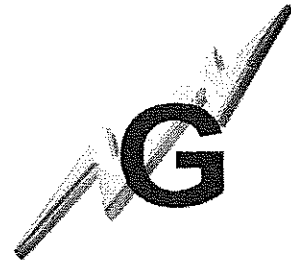
1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

DATE: 3/20/2021
INVOICE # 32021

Bill To:

Turnbull Creek CD
c/o Bernadette Peregrino
1408 Hamlin Road
St. Cloud, FL 34771-8588
904-239-5309

362C
1-330-572-631



Job Location: Murabella Amenty Center, St Augustine, Florida

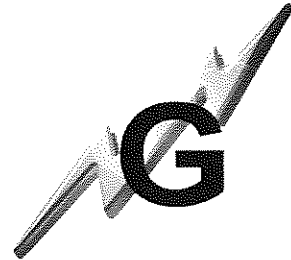
DESCRIPTION OF WORK	AMOUNT
Installed 12 new <u>outdoor lighting fixtures</u> at entrances on E. Positano and San Giacomo and bridge to Amenty Center Quoted price: \$85 per fixture Worked ordered by Jerry Lambert Work Completed 3/20/2021	1,020.00
TOTAL	\$ 1,020.00

Please make check payable to: Alfred W. Grover

THANK YOU FOR YOUR BUSINESS!

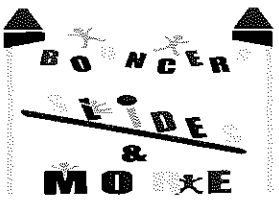
1304 Padola Road
St Augustine, FL 32092
FL License: EC 13010167

Bill To:
Turnbull Creek CD
c/o Bernadette Peregrino
1408 Hamlin Road
St. Cloud, FL 34771-8588
904-239-5309



DESCRIPTION OF WORK	AMOUNT
Wired 1, 10 horse power pool pump motor	
Material	50.00
Labor: 1 electrician @\$70 per hour for 2.5 hrs	175.00
Worked ordered by Jerry Lambert Work Completed 3/20/2021	
TOTAL	\$ 225.00

THANK YOU FOR YOUR BUSINESS!

		Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003		Invoice Date: April 03, 2021 Invoice No.: 040321.02		
<u>Name / Address</u> Attn: Eric Hutchinson Murabella St. Augustine, FL		Additional Details:				
	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>Subtotal</u>	<u>Extended</u>
1	5 Station Mobile Rockwall	1	\$750.00		\$550.00	\$550.00
2	Star Wars Obstacle Course	1	\$360.00		\$300.00	\$300.00
3	Medium Combination Unit	1	\$225.00		\$190.00	\$190.00
4	15'x15' Bounce House	1	\$130.00		\$100.00	\$100.00
5	Generators	2	\$75.00		\$50.00	\$100.00
6	Onsite Supervision	5	\$125.00		\$125.00	\$125.00
7	Shaved Ice Station (120)	1	\$170.00		\$120.00	\$120.00
8	Popcorn Station (120)	1	\$170.00		\$120.00	\$120.00
9	Balloon Artist	1	\$450.00		\$395.00	\$395.00
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Comments:		Subtotal				\$2,000.00
		Sales Tax (0.0%)				\$0.00
		Total				\$2,000.00

1-330-572-494

304C

Bounce house / Generators
Special Event

Hopping Green & Sams

Attorneys and Counselors

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

1,810.53.815

STATEMENT

March 19, 2021

15C

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

Bill Number 120932
Billed through 02/28/2021

RECEIVED

MAR 22 2021

General Counsel

TURNBL 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

02/01/21	JLK	Confer regarding suspension and review e-mail on same.	0.50 hrs
02/02/21	JLK	Confer regarding suspension related issues and options related to same.	0.40 hrs
02/04/21	JLK	Confer with staff regarding storm cleanout correspondence.	0.10 hrs
02/09/21	JLK	Confer with District manager regarding options for Board communication; review board member correspondence on same.	0.30 hrs
02/11/21	JLK	Confer with county regarding status of ROW/impacts to same and confer with Yuro on same.	0.20 hrs
02/16/21	JLK	Review resident correspondence; confer with District manager on same and transmit information on same.	0.80 hrs
02/17/21	JLK	Confer regarding final invoice for county roadway impacts and deed of dedication; confer with District manager and engineer on same.	0.30 hrs
02/24/21	JLK	Confer with Yuro and District manager regarding content and timeline for County correspondence and final closeout.	0.40 hrs
02/24/21	EGRE	Prepare engineer's certificate.	0.60 hrs
02/25/21	JLK	Review tentative agenda and confer with District Manager on various agenda items and back up therefore; confer regarding County certification and project closeout; update/edit and disseminate engineers certificate to Yuro; confer regarding Board member presentation materials and transmit same; confer regarding HOA room use agreement status and options for same.	1.40 hrs
02/25/21	EGRE	Prepare engineer's certificate; prepare outline for amenity suspension hearing.	0.60 hrs
02/26/21	JLK	Transmit final invoice and correspondence to County regarding light installation project and confer with District manager on same; review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	1.40 hrs
02/28/21	JLK	Review communication from District manager regarding significant event.	0.30 hrs

=====

Total fees for this matter	\$1,844.00
----------------------------	------------

MATTER SUMMARY

Gregory, Emma C.	1.20 hrs	215 /hr	\$258.00
Kilinski, Jennifer L.	6.10 hrs	260 /hr	\$1,586.00

TOTAL FEES	\$1,844.00
------------	------------

TOTAL CHARGES FOR THIS MATTER	\$1,844.00
--------------------------------------	-------------------

BILLING SUMMARY

Gregory, Emma C.	1.20 hrs	215 /hr	\$258.00
Kilinski, Jennifer L.	6.10 hrs	260 /hr	\$1,586.00

TOTAL FEES	\$1,844.00
------------	------------

TOTAL CHARGES FOR THIS BILL	\$1,844.00
------------------------------------	-------------------

Please include the bill number with your payment.

Envera
8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0731

Invoice	
Invoice Number 700194	Date 03/01/2021
Customer Number 400208	Due Date 04/01/2021

Page 1

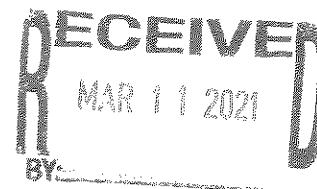
Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
Murabella	400208		700194	04/01/2021
Quantity	Description		Rate	Amount
Murabella, 3970 Pacetti Rd, Saint Augustine, FL				
3.00	Active Video Monitoring 04/01/2021 - 06/30/2021	prepay	315.00	945.00
3.00	Service & Maintenance 04/01/2021 - 06/30/2021		178.00	534.00
	Sales Tax			0.00
	Payments/Credits Applied			0.00
			Invoice Balance Due:	\$1,479.00

IMPORTANT MESSAGES

Important Numbers to Know:

Billing Questions: (941) 556-0743
Email: ar@enverasystems.com
Service: (941) 556-0734

1-300-155-1600
269



Date	Invoice #	Description	Amount	Balance Due
03/01/2021	700194	Alarm Monitoring Services	\$1,479.00	\$1,479.00

Envera
8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0731

Return Service Requested

Invoice	
Invoice Number 700194	Date 03/01/2021
Customer Number 400208	Due Date 04/01/2021

Net Due: \$1,479.00

Amount Enclosed: _____

MURABELLA
C/O TURNBULL CREEK CDD
475 W TOWN PL STE 114
SAINT AUGUSTINE, FL 32092-3649

20439

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

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

Invoice

Invoice #: 52
Invoice Date: 3/1/2021
Due Date: 3/1/2021
Case:
P.O. Number:

Bill To:

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

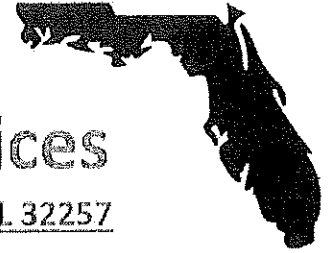
163C

Description	Hours/Qty	Rate	Amount
1.330.57200.34800 - Facility Monitor - Turnbull Creek - March 2021		2,016.67	2,016.67
1.330.57200.34800 - Facility Monitor - Turnbull Creek - March 2021 (Credit per 3/4/21 Memo)		-9.15	-9.15
1.330.57200.34000 - Facility Management - Turnbull Creek - March 2021		5,083.33	5,083.33
1.330.57200.34300 - Facility Attendants - Turnbull Creek - March 2021		1,350.00	1,350.00
1.330.57200.34300 - Facility Attendants - Turnbull Creek - March 2021 (Credit per 3/4/21 Memo)		-440.40	-440.40
1.330.57200.34100 - Field Operations - Turnbull Creek - March 2021		4,271.58	4,271.58
1.330.57200.34400 - Facility Maintenance - Turnbull Creek - March 2021		4,083.33	4,083.33
1.330.57200.46400 - Pool Maintenance Services - March 2021		1,158.33	1,158.33
1.330.57200.34200 - Janitorial Services - March 2021		733.33	733.33
1.330.57200.34900 - Common Area Waste Collection - Turnbull Creek - March 2021		1,525.00	1,525.00
1.330.57200.34700 - Facility Management - Turnbull Creek - March 2021		214.58	214.58
Total			\$19,986.60
Payments/Credits			\$0.00
Balance Due			\$19,986.60

QRM
3-5-21

Riverside Management Services

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



Turnbull Creek CDD
Monthly Credit Memorandum

DATE: March 4, 2021
FROM: Rich Whetsel
TO: RMS Billing Department
SUBJECT: August Adjustment – Monthly Invoice Adjustment for February 2021 Services

Please adjust March 2021 invoice to reflect the actual hours worked for the month of February 2021 for the following hourly services.

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Billed</u>	<u>Credit Amount</u>
• Facility Monitor	125.47	\$16.00	\$2,007.52	\$2,016.67	\$9.15
• Facility Attendant	56.85	\$16.00	\$909.60	\$1,350.00	\$440.40

RMS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY MONITOR BILLABLE HOURS
FOR THE MONTH OF FEBRAURY 2021

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
2/2/21	8	A.L.	Completed daily checklist, answered calls
2/2/21	4.07	J.M.	Completed daily checklist, answered calls
2/3/21	8	A.L.	Completed daily checklist, answered calls, closed up
2/3/21	4.07	J.M.	Completed daily checklist, answered calls, closed up
2/4/21	8	A.L.	Completed daily checklist, answered calls, closed up
2/4/21	2.05	A.W.	Completed daily checklist, answered calls
2/5/21	4.07	J.M.	Completed daily checklist, answered calls, closed up
2/9/21	7	A.L.	Completed daily checklist, answered calls
2/9/21	4.03	J.M.	Completed daily checklist, answered calls, closed up
2/10/21	8	A.L.	Completed daily checklist, answered calls, closed up
2/10/21	4	J.M.	Completed daily checklist, answered calls, closed up
2/11/21	4	A.W.	Completed deily checklist, answered calls
2/12/21	4	J.M.	Completed daily checklist, answered calls, closed up
2/15/21	4	J.M.	Completed daily checklist, answered calls
2/15/21	7	A.L.	Completed daily checklist, answered calls
2/16/21	4.02	J.M.	Completed daily checklist, answered calls, closed up
2/17/21	4.08	J.M.	Completed daily checklist, answered calls, closed up
2/18/21	3	A.W.	Completed daily checklist, answered calls, closed up
2/19/21	4.05	J.M.	Completed daily checklist, answered calls, closed up
2/23/21	4.03	J.M.	Completed daily checklist, answered calls
2/24/21	8	A.L.	Completed daily checklist, answered calls, closed up
2/24/21	4	J.M.	Completed daily checklist, answered calls, closed up
2/25/21	3	A.W.	Completed daily checklist, answered calls, closed up
2/25/21	7	A.L.	Completed daily checklist, answered calls, closed up
2/26/21	4	J.M.	Completed daily checklist, answered calls, closed up

125.47

RMS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY ATTENDANT BILLABLE HOURS
FOR THE MONTH OF FEBRUARY 2021

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
2/6/21	7.75	J.A.	Amenity Center/Fitness Center Attendant
2/7/21	7	H.A.	Amenity Center/Fitness Center Attendant
2/13/21	7	H.A.	Amenity Center/Fitness Center Attendant
2/14/21	7	J.A.	Amenity Center/Fitness Center Attendant
2/20/21	7.03	J.A.	Amenity Center/Fitness Center Attendant
2/21/21	7.07	H.A.	Amenity Center/Fitness Center Attendant
2/27/21	7	H.A.	Amenity Center/Fitness Center Attendant
2/28/21	7	J.A.	Amenity Center/Fitness Center Attendant

56.85



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: 7330219
 DATE: 3/8/2021
 ORDER: 7330219

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
3/8/2021	09:57 AM			09:57 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/8/2021		11:43 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	115.50
1-53-572-466 39		
<div> <div>RECEIVED</div> <div>MAR 11 2021</div> </div>		
SUBTOTAL		\$115.50
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$115.50
AMOUNT DUE		\$115.50

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: 7330999
DATE: 3/8/2021
ORDER: 7330999

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
3/8/2021	09:57 AM			09:57 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/8/2021		11:43 AM

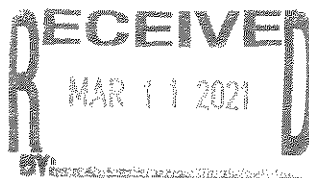
Service	Description	Price
---------	-------------	-------

CPCM Commercial Pest Control - Monthly Service 78.75

SUBTOTAL \$78.75
TAX \$0.00
AMT. PAID \$0.00
TOTAL \$78.75

1-33-572-444

39



AMOUNT DUE \$78.75

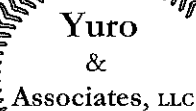
[Signature]

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



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

Invoice

Date	Invoice #
3/23/21	2837

Bill To
Turnbull&Creek&CDD Attn:Ernesto&Forres Governmental&Management&Services

1.31.513.311
302

Yuro & Assoc. - Job No.
Y16-377

Description	Amount
<p>ENGINEERING EFFORTS & FEBRUARY 2021</p> <p>coordination & correspondence with County on signal/storm drain repair 187.50</p> <p>final inspection of storm drain 250.00</p>	
	<p>Total \$437.50</p>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/22/21	00044	1/25/21 23	202101 600-53800-61000	RESURFACING	*	8,656.44	
				PRO SEALED ASPHALT, INC			8,656.44 000105
3/04/21	00040	3/02/21 2513	202103 600-53800-61000	TENNIS COURT FENCE REPAIR	*	1,866.00	
				FENCED UP			1,866.00 000106
TOTAL FOR BANK B						10,522.44	
TOTAL FOR REGISTER						10,522.44	

TURN TURNBULL CREEK BPEREGRINO

Pro Sealed Asphalt Inc
1909 Parental Home Road, Suite 1
Jacksonville, FL, USA

INVOICE

#0000023

To:
Jerry Lambert
101 W. Positano, St. Augustine, Florida,
32092

Balance Due
\$8,656.44 USD

Date of Issue: 01/25/2021
Due
Date: 02/10/2021

Service or Product	Quantity	Price/Rate	Total
Tennis Court Per Contracts Dated 10/17/20 & 10/27/2020: 50% Remainder for Double Tennis Court Resurfacing/Repair; Supply and Install (2) New Tennis Nets After Completion	1.0	\$8,656.44 USD	\$8,656.44 USD
SUBTOTAL			\$8,656.44 USD
GRAND TOTAL			\$8,656.44 USD

Notes:

Thank you for your business! Make checks payable to Pro Sealed Asphalt, Inc. Payment is due immediately upon completion unless notified otherwise in writing. To schedule a check pick-up please call our office at (904)903-6958 or email miranda.prosealedasphalt@gmail.com.

Powered by
Thryv

33.600.538.61000

44B

INVOICE



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

Fenced Up

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

Phone: (904) 540-5595
Email: info@fencedup.com
Web: www.fencedup.com

Payment Terms Due upon receipt
Invoice # 2513
Date 03/02/2021

Description

Total

Murabella Tennis Court	\$1,866.00
------------------------	------------

Remove all wire on divider chainlink between courts.
Dispose of wire.
Repaint all hardware in gloss paint including posts. Reinstall new wire and bottom tension wire.
Install 40ft of new 10ft Black Vinyl Chainlink
Install 40ft of new 4ft Black Vinyl Chainlink
Reinstall reconditioned hardware and new wire ties
Includes: All new wire and labor included.

Subtotal	\$1,866.00
-----------------	------------

Total	\$1,866.00
--------------	-------------------

40 B

33-600-53800-61000
Tennis crt fence Repair R/R

Location of Fencing

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

Underground Utilities

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

Pricing, Payments and Scheduling

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

account provider.

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

Make all checks payable to:

Fenced Up

103 McAlister Dr

Ormond Beach FL 32174

386-366-3918

Info@fencedup.com

Licensed and Insured

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

Jerry Lambert

D.

**AGREEMENT BETWEEN THE TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT AND CLARSON & ASSOCIATES
FOR PROFESSIONAL TOPOGRAPHICAL SURVEYING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of March 2021, by and between:

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

Richard P. Clarson and Associates, Inc., a Florida corporation, **d/b/a Clarson & Associates**, whose mailing address is 1643 Naldo Avenue, Jacksonville, Florida 32207 ("Contractor", and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District was established to plan, construct, install, acquire, finance, manage and operate public improvements pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide topographical surveying services as described in more detail herein; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

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

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

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

SECTION 2. CONTRACTOR'S OBLIGATION. Contractor hereby agrees to perform topographical surveying services in accordance with the specifications attached hereto as **Exhibit A** and incorporated herein by reference.

SECTION 3. BILLING AND PAYMENT. As proposed in **Exhibit A**, the fee to complete the topographical survey services shall be Five Thousand Nine Hundred Fifteen Eighty Dollars (\$5,915.00). Payment shall be due no more than thirty (30) days from receipt by the District of the invoice.

SECTION 4. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Such repairs shall be at Contractor's sole expense unless otherwise agreed, in writing, by the District.

SECTION 5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Contractor shall provide to District a certificate evidencing compliance with this Section 5 and naming the District and its staff, consultants, and supervisors as additional insured parties. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. District and Contractor waive all claims and rights of subrogation to the extent that losses are covered under a property insurance policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 6. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation, or other entity for injuries, death, and property damage of any nature, arising out of, or in connection with, any negligent act or omission or willful misconduct of the Contractor or its employees or agents. The provisions of this Section 6 shall survive termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

SECTION 11. TERMINATION. The District shall have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

SECTION 12. INDEPENDENT CONTRACTOR. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Contractor shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the services contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

SECTION 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 Agreement.

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

SECTION 15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

If to Contractor:	Richard P. Clarson and Associates, Inc., d/b/a Clarson & Associates 1643 Naldo Avenue Jacksonville, Florida 32207 Attn: Pete Hill
If to District:	Turnbull Creek Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 (32301) Post Office Box 6526 Tallahassee, Florida 32314 Attn: Jennifer L. Kilinski, Esq.

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

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions,

representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 19. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any action arising hereunder shall be in St. Johns County, Florida.

SECTION 20. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SECTION 21. 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 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. 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 ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred

by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 24. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**TURNBULL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:
Ernesto Torres
3EE774DC60854A7
Ernesto Torres
[PRINT NAME OF WITNESS]

DocuSigned by:
Jeremy Vencil
A080CD839E48419
Jeremy Vencil, Board of Supervisors

ATTEST:

**RICHARD P. CLARSON AND
ASSOCIATES, INC., a Florida
Corporation
d/b/a CLARSON & ASSOCIATES**

[PRINT NAME OF WITNESS]

[Signature]
Its: PRESIDENT

Exhibit A: Scope of Services

EXHIBIT A



CLARSON & ASSOCIATES
Professional Surveyors and Mappers
1643 Naldo Avenue
Jacksonville, FL 32207

Ph: (904) 396-2623

February 24, 2021
Revised: March 11, 2021

Mr. Jason Evert
The Renaissance at Riverside Bldg
2008 Riverside Ave., Suite 200
Jacksonville, FL 32204

Re: Turnbull Creek CDD - Parts of Murabella Units 1 & 5

Dear Mr. Evert:

As requested we are pleased to give you a fee proposal for survey services of the above referenced project.

We will provide a Topographic Survey of the area shown on the attached "Scope of Work Exhibit". We will locate all above ground improvements including accessible structures. Within these structures we will provide invert elevations, pipe sizes, and pipe types. Unless provided, prior to commencement of field work, with previous as-built and/or benchmark information and corresponding vertical datum that will control the project, all vertical information and benchmarks shown or set by Clarson & Associates will reference the North American Vertical Datum of 1988 (NAVD 88). Project controlling as-built and/or benchmark information received after field work has begun will result in additional fees.

The topography will be collected on a 40' grid and at all grade breaks. We will provide 25' cross sections on all ditches, swales, and pond banks. We will also locate all protected trees per County Ordinance.

Our hourly rates are:

Registered Land Surveyor = \$130 per hour
Project Management = \$90 per hour
Senior Drafting & Calculations = \$90 per hour
Drafting & Calculations = \$70 per hour
1-Man Field Crew = \$70 per hour
2-Man Field Crew = \$110 per hour
3-Man Field Crew = \$145 per hour

Our costs based on our rates are as follows:

Registered Land Surveyor: 1 hour = \$130
Project Management: 3 hours = \$270
Senior Drafting & Calculations: 2 hours = \$180
Drafting & Calculations: 8 hours = \$560
2-Man Field Crew: 44 hours = \$4,840

The total fee to perform this work will be Five Thousand Nine Hundred Fifteen Dollars (\$5,915).

**We will provide three (3) signed and sealed copies of the finalized survey. If additional copies are required, we will provide each at Ten Dollars (\$10) per copy.

Page 1 of 3 This quote is valid for 30 days

***If the property is not accessible to our crews without a key or code etc. It is the responsibility of the client to give prior accessibility. There will be a \$200.00 fee charged for time wasted.

We thank you for this opportunity to provide surveying services, and look forward to working with you on this project. Payment is due within 30 days after the invoice date. If the responsible party is in agreement with the terms and conditions contained herein, please have them acknowledge below and return us a copy to serve as notice to proceed.

Sincerely,

Pete Hill
Vice President

Scope of Work Exhibit



E.

**LICENSE AGREEMENT BY AND BETWEEN THE
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
AND PROFESSIONAL TENNIS REGISTRY, INC. D/B/A THE JOY OF TENNIS
ACADEMY REGARDING THE USE OF THE DISTRICT'S TENNIS FACILITIES**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 9th day of April, 2021, 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

Professional Tennis Registry, Inc., a South Carolina corporation, d/b/a **The Joy of Tennis Academy**, with a mailing address of Post Office Box 4739, Hilton Head Island, South Carolina, 29938 ("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 tennis courts and parking facilities, which improvements are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (together, "Tennis Facilities"); and

WHEREAS, Licensee desires to provide recreational services operating a Tennis program in accordance with the terms set forth herein ("Tennis Program") and requested permission from the District to use the Tennis Facilities for the Tennis Program; and

WHEREAS, the District Board of Supervisors ("Board") finds that the Licensee's provision of the Tennis 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 Tennis Facilities for operation of the Tennis Program, in accordance with the

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

A. Licensee's access is limited to the Tennis Facilities and one court at a time, as set forth in **Exhibit A**, and the parking lots serving such facilities only. 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 Tennis Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Tennis Program. The District reserves all rights and privileges in and to the District's property, including the Tennis Facilities. This License for the Tennis Facilities is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied. No other use of, or access to, the District's recreational facilities is permitted without prior written consent of the District through its designee.

B. Licensee's access to the Tennis Facilities is limited to the schedule set forth in **Exhibit B**. This Agreement does not grant access to the Tennis 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 Amenity Manager.

C. The parties acknowledge that weather conditions may affect the use of the Tennis Facilities at any given time. The District shall have the right to temporarily close the Tennis 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 Tennis Facilities. Any make up days or times shall be in the District's sole discretion.

D. Only Licensee's rosters of participants, coaches and staff are permitted to use the Tennis Facilities pursuant to this License. Licensee shall provide a list of a full roster of Tennis Program members to the Amenity 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.

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

F. Licensee's use of the Tennis 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 signed by each of Licensee's members, coaches, staff and any regularly associated volunteers. Tennis game entrants, users, guests, staff and other associated persons using the Tennis Facilities pursuant to this Agreement shall additionally be required to sign a release and waiver. A sample release and waiver is attached hereto as **Exhibit D**.

H. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, health department requirements, fire code and other laws ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

I. This License may be extended for an additional Term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties 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:

J. The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. Licensee shall report any damage to the Tennis Facilities caused by District employees or contractors 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 Tennis Facilities as provided herein.

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

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

- a. The Licensee is responsible for enforcing social distancing and other public health precautions among its participants, consistent with all federal, state, local, and industry requirements, guidelines, and best practices, including but not limited to those promulgated by the State of Florida through executive orders or otherwise and by the Center for Disease Control and Prevention.
- b. Before allowing any individual to access the License Area, the Licensee must ask the following screening questions, and if the answer to any is "yes," prevent that individual from accessing the License Area:

- i. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea?
 - ii. Have you been in close contact (within 6 ft for at least 5 minutes) with anyone with the symptoms in question i)?
 - iii. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?
 - iv. Have you been exposed to anyone who is currently waiting for COVID-19 test results?
 - v. Have you traveled internationally or been on a cruise during the past 14 days?
 - vi. Have you traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days?
- c. In the event that any individual associated with the Licensee who has used the License Area tests positive for COVID-19, the Licensee shall immediately notify the District and cease all use of the License Area until the District notifies the Licensee that use may resume.

4. TERM. The term of the License shall commence upon June 14, 2021 and shall expire on July 23, 2021, unless terminated or extended in writing as provided for herein.

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

6. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to operate a Tennis Program. 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 Tennis 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 Tennis 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 South Carolina entity in good standing during the term of this License.

7. **REVENUE.** Licensee shall remit ten percent (10%) of revenues to the District per child enrolled in the Tennis Program. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing for the 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.

8. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence and 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.

9. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Turnbull Creek Community
Development District
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: Professional Tennis Registry, Inc.
d/b/a The Joy of Tennis Academy

Post Office Box 4739
Hilton Head Island, South Carolina 29938

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.

10. 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 Tennis 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 Tennis 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 Tennis Facilities. This Agreement shall not be recorded in the public records.

16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is Ernesto Torres ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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.

17. E-VERIFY REQUIREMENTS. The Licensee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Licensee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Licensee has knowingly violated Section 448.091, *Florida Statutes*.

If the Licensee anticipates entering into agreements with a subcontractor for the Work, Licensee will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Licensee shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Licensee has otherwise complied with its obligations hereunder, the District shall promptly notify the Licensee. The Licensee agrees to

immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Licensee or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

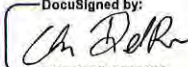
By entering into this Agreement, the Licensee represents that no public employer has terminated a contract with the Licensee under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:



Chair/Vice Chair, Board of Supervisors

**PROFESSIONAL TENNIS REGISTRY, INC., a
South Carolina Corporation**

D/B/A THE JOY OF TENNIS ACADEMY

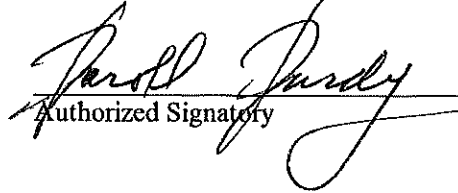

Authorized Signatory

Exhibit A: Tennis Facilities
Exhibit B: Schedule
Exhibit C: Amenity Facility Policies
Exhibit D: Waiver

Exhibit A



MURABELLA
WEST ENTRANCE

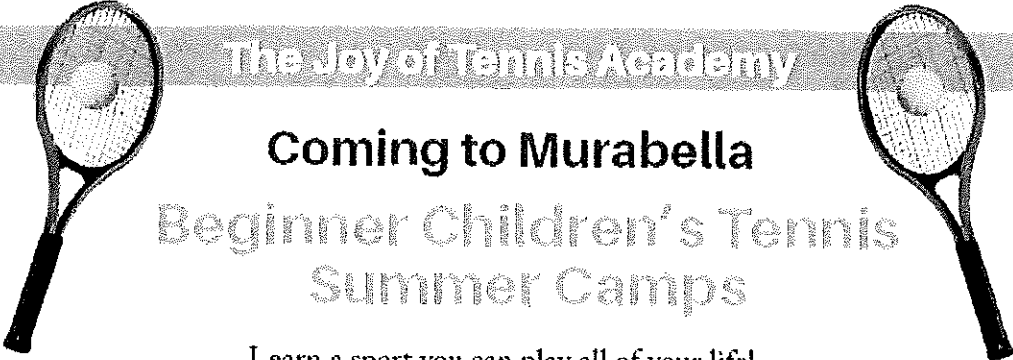
The Joy of Tennis

PESCARA
AT MURABELLA



MURABELLA
OVERALL MASTER SITE PLAN

Exhibit B



The Joy of Tennis Academy

Coming to Murabella

Beginner Children's Tennis Summer Camps

Learn a sport you can play all of your life!
Participants will learn the basic tennis strokes and core values of the game!

Murabella Children's Tennis Camps

1st Session: Mon. June 14 - Thurs. June 17
Age 5-7 9:00 - 10:30 • Age 8-12 10:30 - Noon

2nd Session: Mon. July 5 - Thurs. July 8
Age 5-7 9:00 - 10:30 • Age 8-12 10:30 - Noon

3rd Session: Mon. July 19 - Thurs. July 23
Age 5-7 9:00 - 10:30 • Age 8-12 10:30 - Noon



- 4-day weekly camps at Murabella Amenities Center
- Maximum class size 4 to 6 students
6 hours of instruction
- Friday of each week is a rain make up day if needed
- Camp cost: \$180 per camper, no refund

Lessons

Tots (age 2-5) \$40 per 1/2 hr
Private - \$55 per hr
Semi-private - \$65 per hr
Clinics - \$25 per hr

For an application please contact: Harold Hardy - Camp Director
(C) 904.323.1138 (E) hhardy200@gmail.com

Exhibit C
TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

Policies Regarding District
Amenity Facilities

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USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Two Thousand Five Hundred Dollars (\$2,500.00). For Facility Rental Fees go to Page 17.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen Facility Access Cards. Facility Access Cards will only be issued to adult Patrons (as defined below) at least eighteen (18) years of age.
- (3) Except where specified otherwise, a Patron eighteen (18) years of age and older is limited to a maximum five guests and a Patron under the age of eighteen (18) years old is limited to a maximum of three (3) guests at any time. A guest shall include anyone that is not a Patron.
- (4) All guests must sign in or register with Amenity Facility Staff and must be accompanied by a Patron at all times.
- (5) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards and Mailbox keys from the property owner to whom the Facility Access Cards and Mailbox keys were issued. (Refer to Appendix A)

GENERAL PROVISIONS

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

Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. (Refer to Appendix B)

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

- (2) Patrons must present their access cards and register upon entering the Amenity Facility.
- (3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult eighteen (18) years of age or older.
- (4) Except where specified otherwise, the Amenity Facility's hours of operation are projected to be as follows:
 - (a) From the day after Labor Day – April 30 (excluding the week of Spring Break for St. Johns County Schools):
 - (i) Tuesday – Friday: 9 a.m. – 5 p.m.
 - (ii) Saturday and Sunday: 11 a.m. – 6 p.m.
 - (iii) Closed Mondays.
 - (b) May 1 – Labor Day and the week of Spring Break for St. Johns County Schools:
 - (i) Tuesday – Sunday: 10 a.m. – 8 p.m.
 - (ii) Closed Mondays.
 - (c) The Amenity Facility will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter.
- (5) Alcoholic beverages are only to be consumed pursuant to the District's adopted alcohol policy, attached hereto as Appendix C.
- (6) Dogs or other pets (with the exception of "Service Animals") – see Service Animal Policy below) are not permitted at the Amenity Facilities except for the parking lots and open fields. Where dogs are permitted, they must be leashed at all times.
- (7) Vehicles must be parked in designated areas. Vehicles shall not be parked on the grass, lawns, or in any way which blocks the normal flow of traffic. The parking lot at the Amenity Facility is for the use of Patrons and their guests while using the Amenity Facility. No long-term parking is permitted at the Amenity Facility parking lot or other common area parking lots.
- (8) Fireworks of any kind are not permitted in the Amenity Facility.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Facility.
- (10) These Policies may be modified from time to time when necessary by:
 - (a) The Board at a publicly-noticed Board meeting; or

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

- (23) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Amenity Facilities.
- (24) Neighborhood Parks shall be available from dawn to dusk. At all other times the Neighborhood Parks are closed and may not be occupied for any purpose without written permission from the District.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the Amenity Facility assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored at the Amenity Facilities, whether in lockers or elsewhere.

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

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

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

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

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

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

GENERAL SWIMMING POOL RULES

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time at the Pool Area, an adult Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron between fourteen and seventeen (14 – 17) years of age may have up to two (2) guests who are both fourteen (14) years of age or older provided the parents of the Patron and the parents of each guest have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Facility.
- (2) Lifeguards and Slide Attendants are on duty on a seasonal basis. Patrons and guests who use the Swimming Pool do so at their own risk.
- (3) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present children under eighteen (18) years of age must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.

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

- (18) Food and beverages, including but not limited to alcoholic beverages, are prohibited in the pool and on the pool wet deck area. Alcoholic beverages are not permitted in the Pool Area unless they are being served in conjunction with a rented Amenity Facility on a BYOB basis, as defined in the District's BYOB Alcohol Policy, attached hereto at Appendix C. Glass containers are prohibited at all times in the Pool Area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool shall be liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio-controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the Pool Area.
- (25) Food and drink are not allowed within six (6') feet of the Swimming Pool.
- (26) No swinging on ladders, fences, or railings is allowed.
- (27) Pool furniture is not to be removed from the Pool Area, thrown into the Swimming Pool, or otherwise disturbed.
- (28) Loud, profane, or abusive language is prohibited.
- (29) Patrons, their guests, and families ride the slide at their own risk.
- (30) Children less than forty (40") inches tall are not permitted to ride the slide.
- (31) Children may ride the slide only if they: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) demonstrate the ability to observe all rules and control their descent on the waterslide.
- (32) Only one person may ride the slide at a time. Parents may not ride the slide in tandem with a child.
- (33) No shorts with snaps or rivets will be allowed on the slide.
- (34) Keep arms and hands inside flumes at all times.
- (35) No flotation devices are allowed on the water slide.

- (36) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
- (37) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (38) The spray feature is unattended. Patrons swim at their own risk.
- (39) The spray feature is limited to children aged twelve (12) years and under, supervised by an adult eighteen (18) years of age or older.
- (40) Adult Patrons may allow guests residing temporarily or permanently in their household ("Household Guests") to use their family-issued Facility Access Card(s) to gain access to the Amenity Facility provided that the adult Patron and all Household Guests have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff.

SWIMMING POOL: THUNDERSTORM POLICY

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

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the Pool Area.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim-diaper, and a swimsuit over the swim-diaper.

FITNESS CENTER POLICIES

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

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff is not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
- (2) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (3) **Eligible Users:** Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may only use the Fitness Center when accompanied by an adult Patron eighteen (18) years of age or older. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by a Patron.

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

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at the Amenity Facility prior to using the Fitness Center.

- (4) **Proper Attire:** Appropriate clothing and footwear (covering the entire foot and with no sharp points that may impair the fitness flooring) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) **General Policies:**
 - (a) Each individual is responsible for wiping off fitness equipment after use.
 - (b) Personal training is not offered in the Fitness Center. However, Patrons may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
 - (c) Hand chalk is not permitted to be used in the Fitness Center.
 - (d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.

- (e) Weights or other fitness equipment may not be removed from the Fitness Center.
- (f) Please limit use of cardiovascular equipment to thirty (30) minutes.
- (g) Step away from weight equipment between sets if other persons are waiting.
- (h) Return all weights to their original location.

- (i) Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- (j) Wet bathing suits are not allowed in the Fitness Center.
- (k) Strollers and infant carry seats are not allowed in the Fitness Center.

BASKETBALL FACILITY POLICIES

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

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

- (1) **Eligible Users:** At any given time at the Basketball Facilities, a Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron under the age of eighteen (18) may have up to three (3) guests. Anyone under the age of fourteen (14) must be accompanied by a Patron eighteen (18) years of age or older.
- (2) **Hours:** The Basketball Facility is available during daylight hours. The Basketball Facility may not be used after dark.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while at the Basketball Facility. Shirts must be worn. No black-soled or open-toe shoes are permitted.

- (5) The Basketball Facility is available on a first come, first serve basis.
- (6) **General Policies:**
 - (a) Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - (b) Persons using the Basketball Facility must supply their own basketballs.
 - (c) The Basketball Facility is for the play of basketball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Basketball Facility.
 - (d) Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Basketball Facility.
 - (e) No chairs other than those provided by the District are permitted in the Basketball Facility.
 - (f) The Basketball Facility must be left clean after use.

TENNIS FACILITY POLICIES

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

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

- (1) **Eligible Users:** Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult eighteen (18) years of age or older. Patrons twelve (12) years old and older may have up to three (3) guests.
- (2) **Hours:** The Tennis Facility shall be available from sunrise until 10 p.m. daily.

- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper tennis shoes and attire are required at all times while at the Tennis Facility.
- (5) The Tennis Facility is available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court when others are waiting.
- (6) **General Policies:**
 - (a) Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - (b) Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
 - (c) The Tennis Facility is for the play of tennis only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
 - (d) Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted at the Tennis Facility.
 - (e) No chairs other than those provided by the District are permitted at the Tennis Facility.
 - (f) Lights at the Tennis Facility must be turned off after use
 - (g) The Tennis Facility must be left clean after each use.

PLAYGROUND POLICIES

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

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

SPORTS FIELD POLICIES

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

- (1) **Eligible Users:** Patrons and guests eight (8) years and older are permitted to use the Sports Field. Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older. Patrons eight (8) years of age and older may have up to five (5) guests and Patrons under the age of eight (8) may have up to three (3) guests.
- (2) **Reservations:** Patrons may reserve the Sports Field by submitting a request to Amenity Facility Staff. Reservations may be made up to a week in advance for a period of three (3) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for his or her reservation, the reservation shall be forfeited. When not subject to a reservation, the Sports Field is available on a first come, first serve basis.
- (3) Pets (other than "Service Animals"), bicycles, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Sports Field at any time.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (5) The use of profanity or disruptive behavior is prohibited.

- (6) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
- (8) Persons using the Sports Field must clean up all food, beverages and miscellaneous trash brought to the Sports Field.
- (9) Use of the Sports Field may be limited from time to time due to a District-sponsored event.

VOLLEYBALL COURT POLICIES

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

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

- (1) **Eligible Users.** Patrons and guests twelve (12) years of age and older are permitted to use the Volleyball Court during designated operating hours. Patrons who are under twelve (12) years of age may use the Volleyball Court only when accompanied by an adult Patron eighteen (18) years of age or older. Patrons twelve (12) years of age and older may have up to five (5) guests at the Volleyball Court. Patrons less than twelve (12) years of age may have up to three (3) guests.
- (2) **Hours.** The Volleyball Court shall be available from sunrise until 10 p.m. daily.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the Volleyball Court. Shirts must be worn. No open-toe shoes are permitted.
- (5) The Volleyball Court is available on a first come, first serve basis.
- (6) **General Policies:**
 - (a) Proper volleyball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited
 - (b) Persons using the Volleyball Court must supply their own volleyballs.

- (c) The Volleyball Court is for the play of volleyball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Volleyball Court.
- (d) Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Volleyball Court.
- (e) No chairs other than those provided by the District are permitted in the Volleyball Court.
- (f) The Volleyball Court must be left clean after use.

FACILITY RENTAL POLICIES

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

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

New Year's Day
4th of July

Easter Sunday
Labor Day

Memorial Day
Thanksgiving

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

Social Hall:

[Capacity: 62 persons]; Fifty Dollars (\$50.00)

Party Pavilion (each area):

[Capacity: 25 persons]; Twenty-Five Dollars (\$25.00)

The two Party Pavilion areas (outside the kitchen and outside the fitness center) may be rented together for a single event in which case the Twenty-Five Dollar (\$25.00) fee for each area will apply resulting in a total fee of Fifty Dollars (\$50.00).

The Pool Area shall remain open to other Patrons and their guests during normal operating hours.

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

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

For Community Use, at the time of submission, one (1) check or money order made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. The check or money order shall be the amount of One Hundred Fifty Dollars (\$150.00) as a refundable damage deposit.

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

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

- (3) **Staffing:** During the Amenity Facility's operating hours in which Amenity Facility Staff is present, Community Use and private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager. Checks or money orders for additional staff shall be payable to the amenity management company.
- (4) **Deposit:** As stated above, for Community Use a refundable damage deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is requested through submission of a Facility Use Application. For private rentals, a deposit in the amount of either Two Hundred Fifty Dollars (\$250.00) or Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through the submission of a Facility Use Application. Damage deposits for both Community Use and private rentals will be refunded in full provided:

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

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

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

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

(5) General Policies:

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from Amenity Facility staff.
- (c) The areas of the Amenity Facility 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 or breakable items are permitted on District property, including the Amenity Facility.
- (f) Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Board of Supervisors.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **Introduction:** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenities" or "Amenity").
- (2) **General Rule:** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.
- (3) **Suspension of Rights:** The District, through its Board, District Manager, and Facilities Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - (a) Submits false information on any application for use of the Amenities;
 - (b) Permits the unauthorized use of an Access Card;
 - (c) Exhibits unsatisfactory behavior, deportment or appearance;
 - (d) Fails to pay amounts owed to the District in a proper and timely manner (not including assessments);
 - (e) Fails to abide by any District rules or policies (e.g., Amenity Rules);
 - (f) Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - (g) Damages or destroys District property; or
 - (h) Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
- (4) **Authority of District Manager and Facilities Manager.** The District Manager, Facilities Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, Facilities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (5) **Process for Termination or Suspension of Amenity Privileges.**

(a) **Offenses:**

- (i) **First Offense:** Verbal warning by Amenity staff and, in the discretion of Amenity staff, suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
 - (ii) **Second Offense:** Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
 - (iii) **Third Offense:** Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses and other supporting materials will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for less or more than one year.
- (b) Failure of the offender to sign the incident report does not render the rules or suspension ineffective. Each offense shall expire one year after such offense was committed, unless otherwise indicated in the notice to the offender, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, is arrested for an act committed or allegedly committed offsite that poses a threat to the health, safety and welfare of the District or its residents, or violates these Policies in a manner that, in the discretion of the District Manager or Facilities Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense,

equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.
- (6) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- (7) **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Exhibit D: Form of Waiver and Release

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:
Professional Tennis Registry, Inc. d/b/a - The Joy of Tennis Academy
RELEASE AND WAIVER FORM**

Date: _____

Participant Name(s): _____

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither Professional Tennis Registry, Inc., d/b/a The Joy of Tennis Academy 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 Tennis based activities to be held at the District's Tennis facilities and related recreational amenities ("Tennis 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 Tennis Activities by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the Tennis courts and parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in all Tennis Activities and understand the risk of Tennis 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 Tennis 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 Tennis Program(s), and/or my own actions or inactions, the actions or inactions of others participating in Tennis Activities, the condition in which the Tennis 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) _____

F.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS COUNTY PROPERTY APPRAISER
AND TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

This Memorandum of Understanding ("MOU") dated April 15, 2021 is made between the Turnbull Creek Community Development District, a local unit of special purpose government ("District"), and the St. Johns County Property Appraiser, a constitutional officer of the State of Florida ("Property Appraiser"). The parties agree as follows:

WHEREAS, the parties have a need for Property Assessment Records and GIS digital data for operation of certain functions; and

WHEREAS, the Property Appraiser, receives requests pursuant to Chapter 119, Florida Statutes, to protect information that is confidential and exempt from public disclosure; and

WHEREAS, the Property Appraiser redacts Property Assessment Records and GIS digital data based on such requests; and

WHEREAS, the District requires access to the unredacted Property Assessment Records and GIS digital data for proper functioning of governmental functions; and

WHEREAS, the parties desire to protect information that is confidential and exempt from disclosure pursuant to Florida Statutes.

NOW THEREFORE, the parties agree as follows:

1. The recitals above are hereby incorporated and made a part of this MOU.
2. The Property Appraiser will update and maintain the Property Assessment Records and GIS ownership data to protect the information that has been identified as confidential and exempt from public disclosure pursuant to Section 119.071(4)d.2., Fla. Stat., or other applicable Statute ("Exempt Information") and will include a reference to the statutory citation under which the exemption is being claimed. During the regularly scheduled update, the Property Appraiser, will save a file containing all data (both exempt and non-exempt); the file will be placed in a secure location with access available to the District. The Property Appraiser will be responsible for creating, maintaining and hosting the secure location available to the District. The data will be made available in a file format deemed appropriate by the Property Appraiser according to the nature of the data and placed in the secure folder created, maintained and hosted by the Property Appraiser. The Property Appraiser will provide credentials for access to the secure location and the District assumes responsibility for restricting access to data provided.
3. The District will update and maintain the data to protect the Exempt Information and will include a reference to the statutory citation under which the exemption is being claimed.
4. The District will share the confidential data corresponding to the confidential and exempt Property Assessment Records and GIS ownership data provided by the Property Appraiser, with the District and it's statutorily authorized district manager, including the statutory citation under which the exemption is being claimed.
5. The parties agree to maintain the Exempt Information as confidential and exempt from public disclosure pursuant to Florida Statutes.
6. The parties agree to implement, maintain and update appropriate security measures and permissions within their respective networks to ensure that confidential data is only accessible by appropriate employees or agents in full compliance with Florida Law and administrative regulations. In

addition, each party agrees to provide its employees with appropriate training to ensure the lawful access and use of such confidential information.

7. The parties agree to provide the redacted records and the applicable statutory exemption identified by the Property Appraiser and the District when responding to a public records request that would include any portion of the Exempt Information.

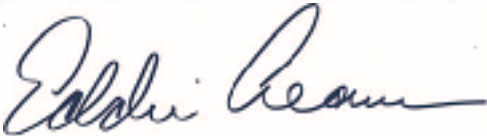
8. Each party agrees to be responsible for the negligent acts of its officers, agents and employees. As between the parties, subject to the limitation of Section 768.28 Fla. Stat. Each party assumes the responsibility for the intentional or negligent acts or omissions of its employees. This provision shall not be deemed a waiver of the sovereign immunity afforded the parties by Florida law, the provisions of Section 768.28 Fla. Stat. or a consent to be sued by third parties.

9. This MOU may be terminated immediately by any party upon written notification to the other parties. Any dispute or conflict between the parties that arises from the implementation of the Agreement shall be provided in writing to representatives of the parties. The representatives shall meet to discuss disputed issue(s) and attempt in good faith to resolve such dispute(s).

10. Any modifications to this MOU must be made in writing executed by all parties hereto.

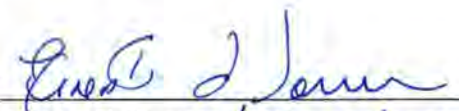
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective duly authorized officers.

ST. JOHNS COUNTY PROPERTY APPRAISER



Eddie Creamer, PROPERTY APPRAISER

**TURNBULL CREEK COMMUNITY DEVELOPMENT
DISTRICT**

601 
District Chairman / Secretary