

TURNBULL CREEK
Community Development District

September 14, 2021

AGENDA

Turnbull Creek Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.turnbullcreekcdd.com

September 7, 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, September 14, 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 (*regarding agenda items listed below*)
- III. Staff Reports
 - A. Landscape Manager (*Presenter: Duval Landscape*)
 - B. Engineer (*Presenter: JMT*)
 1. 2021 Engineer's Report Notes
 2. Jogging Trail Assessment Report
- IV. Consideration of Landscape Maintenance Agreement with Trimac (*Presenter: Ernesto Torres*)
- V. Consideration of Agreement with Boudreaux's Pro Grade for Pond Bank Maintenance
- VI. Staff Reports (Part 2)
 - A. Attorney (*Presenter: Jennifer Kilinski*)
 - B. Manager (*Presenter: Ernesto Torres*)

- C. Operation Manager – *(Presenter: James Schieszer)*
- D. Amenity Center Update *(Presenter: Erick Hutchinson)*
 - 1. Memorandum
 - 2. Tree Removal
 - 3. Stair Climber Proposal
- VII. Supervisor's Requests and Public Comments
- VIII. Approval of Consent Agenda *(Presenter: Ernesto Torres)*
 - A. Approval of Minutes of the August 2, 2021 Special Meeting and August 10, 2021 Meeting
 - B. Balance Sheet as of August 31, 2021 and Statement of Revenues & Expenditures for the Period Ending August 31, 2021; Month-to-Month Income Statement; Assessment Receipt Schedule
 - C. Approval of Check Register
- IX. Adjournment *(Next Scheduled Meeting – November 9, 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

B.

1.

August 12, 2021

Mr. Ernesto Torres – District Manager
Turnbull Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: 2021 Engineer's Report Notes

Dear Mr. Torres:

We performed a visual inspection of the Turnbull Creek Community Infrastructure on June 28, 2021. Generally, the CDD infrastructure is in good condition, and based on communication with the District Management office, the operation and maintenance budget is adequate for ongoing proper function of the infrastructure. Below are more detailed notes that were not captured in our 2021 Engineer's Report.

Items observed:

1. Nuisance flooding was observed at the edge of the basketball court. This can likely be addressed when the court is resurfaced.



2. Flooding on jogging trail. This was previously brought to our attention by the Board. Attached to this memo are our recommendations for solving this drainage problem.



3. Nuisance flooding on trails. These can be resolved when resurfacing the trails.



4. Damage to trail east of E. Franchetta Lane and S. Bellagio Drive. Recommend resurfacing.



5. Soccer field: Standing water was observed on fully saturated soil. Soil amendment / replacement or an underdrain system are two potential solutions.



6. There is likely a broken pipe north of the SMF-9 pond on Verona Way.



Stormwater Facilities

The stormwater facilities (ponds and outfall structures located adjacent to ponds) were inspected and were found to be generally in good condition and functioning as designed. Some pond bank erosion issues that have been identified and prioritized for the CDD. We observed that 11 of the CDD's ponds have some degree of erosion and will need to be monitored. Specific deficiencies we observed are noted below. Deficiencies we want to bring to your attention are at SMF5 (currently being addressed), SMF15 along Positano Ave, and SMF-200 between S. Bellagio Drive and E. Franchetta Lane.

Pond Number	Vertical bank height (in)	Notes	Notes
Palm Lakes			
SMF1	12	Erosion at outlet	Debris at outlet
East of SMF-1	6		Edge looks OK
SMF2	6 to 12		6-12" banks around entire pond
SMF3	0		Looks OK
SMF4	0		Looks OK
SMF5	6		Some erosion at inlet. Some lower banks 6" vertical. Localized severe erosion. Restoration recommended.
SMF7	0		Looks OK
SMF8	6		Very localized erosion on upper banks
SMF9	0		Looks OK
SMF10	0		No erosion
SMF11	6		Localized erosion of upper banks.
SMF13	6		50% of banks with 6" vertical bank
SMF14	6 to 12		One slope slipping, still grassed.
SMF15	12	Erosion at west structure and at southwest inlet. Murabella Pkwy and Positano Ave.	12" banks around most of perimeter
Franchetta Lane and Bellagio Drive			
SMF-100	0		Looks OK
SMF-200	0		75 feet of bank failure northeast of Bellagio Drive

Toscana Lane, Palazzo Circle, and Terracina Drive				
Pond Number	Vertical bank height (in)	Notes	Notes	Easement fenced?
Pacetti	0	Minor bank erosion at 3 spots.	Weir looks OK	Easement fenced @ 137 Toscana Lane
SMF-1	0		Looks OK	East maintenance easement is fenced
SMF-2	0		Looks OK	
SMF-3	6		Some erosion / loss of lower bank making banks steeper. Still grassed.	South maintenance easement is fenced
SMF-4	12			Some steep 12" banks



If you have any questions or need further information, please do not hesitate to contact me at 407-562-4970 or sdcollins@jmt.com.

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC.

Steven Collins
Steven Collins, P.E.
Engineer
PE License No. 80872

2.



June 8, 2021

TECHNICAL REPORT

JOGGING TRAIL FLOODING ASSESSMENT

Turnbull Creek Community Development District



OBJECTIVE

- Flooding has been identified by residents and the District along portions of a jogging trail east of Pacetti Road and north of Palazzo Circle.
- The objective of this assessment is to
 - determine the causes of the flooding and
 - to identify potential solutions and associated costs.

ASSESSMENT

1. Clarson and Associates, LLC conducted a topographic survey on May 3, 2021.
2. There is an existing stormdrain system with several catch basins in the areas where flooding has been observed.
3. The surveyors found some debris in the stormdrain. JMT suggested to the District on May 11 that they hire someone to clean out the stormdrains, which has never been done. The District is coordinating that now.
4. The catch basins have a top elevation of 18.79, 19.95, 19.98, and 19.63. According to the permit drawings, the design pond stages are:
 - a. mean annual=19.88,
 - b. 5-year=20.52, and
 - c. 25-year=21.9.
 - d. So even under normal operation, portions of these problem areas will flood.
5. One observed wet area is north of a berm, and we recommend a new catch basin to connect that to the pond.
6. The soccer field is about 8 acres, at elevations ranging from 20.0 to 22.5 being drained by three catch basins (with top elevations of 19.95, 19.98, and 19.63).

RECOMMENDATIONS

- Monitor the tailwater (downstream) conditions throughout the wet season. If the flooding is partly a result of high tailwater conditions, there is nothing that the District can do to remediate the flooding.
- Monitor the flooding throughout the rainy season to confirm the cause.
- Three potential solutions are offered below:
 1. Raise the trail and add two new inlets and replace one inlet. This will cost approximately \$61K plus \$7K in JMT design fees.
 2. Add a boardwalk and add two new inlets and replace one inlet. This will cost approximately \$233K plus \$8.2K in JMT design fees.
 3. Investigate retrofitting the pond outlet riser to reduce the peak design discharge, plus add two new inlets and replace one inlet. This solution is dependent on favorable tailwater conditions. The construction estimate is difficult to assess for this option at this time, but it may cost \$70K plus \$10.7K in JMT design and permitting fees.

Jogging Trail Flooding Remediation

Turnbull Creek CDD

Cost Estimate - Option 1: Raise Trail and Add Inlets

Prepared By JMT

June 2021

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE/UNIT	TOTAL
CATEGORY 1 - TRAIL IMPROVEMENTS					
334-1-12	Superpave Asphaltic Concrete, Traffic B (1.5")	28	TN	\$ 81.20	\$ 2,273.60
285-7-04	Optional Base Group 1 (4")	338	SY	\$ 17.58	\$ 5,942.04
0120 6	Trail Profile Adjustment (Embankment)	228	CY	\$ 10.14	\$ 2,311.92
CATEGORY 1 SUBTOTAL					\$ 10,527.56
CATEGORY 2 - DRAINAGE IMPROVEMENTS					
570-1-02	Sod	316	SY	\$ 2.81	\$ 887.96
0425 1541	Inlet, Ditch Bottom, Type D, <10'	1	EA	\$ 3,732.00	\$ 3,732.00
0425 1521	Inlet, Ditch Bottom, Type C, <10'	2	EA	\$ 4,219.00	\$ 8,438.00
430174136	Pipe Culvert, Optional Material, Round, 36"SD	16	LF	\$ 256.03	\$ 4,096.48
430174118	Pipe Culvert, Optional Material, Round, 18"SD	229	LF	\$ 90.51	\$ 20,726.79
CATEGORY 2 SUBTOTAL					\$ 37,881.23
CATEGORY 3 - STANDARD OPERATING COSTS					
101-1	Mobilization	1	LS	\$ 2,420.44	\$ 2,420.44
0110 1 1	Clearing and Grubbing	0.14	AC	\$ 21,324.00	\$ 2,985.36
908-104-1	Silt Fence	768	LF	\$ 2.00	\$ 1,536.00
CATEGORY 3 SUBTOTAL					\$ 6,941.80
Subtotal:					\$ 55,350.59
10% Contingency:					\$ 5,535.06
Conceptual Construction Cost:					\$ 60,885.65
CATEGORY 4 - DESIGN & CA					
	Senior Engineer	16	HR	\$ 175.00	\$ 2,800.00
	Engineer	40	HR	\$ 105.00	\$ 4,200.00
DESIGN COST					\$ 7,000.00

TOTAL \$ 67,885.65

Jogging Trail Flooding Remediation
Turnbull Creek CDD
Cost Estimate - Option 2: Boardwalk

Prepared By JMT

June 2021

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE/UNIT	TOTAL
CATEGORY 1 - TRAIL IMPROVEMENTS					
	Boardwalk (6-foot)	380	LF	\$ 425.00	\$ 161,500.00
CATEGORY 1 SUBTOTAL					\$ 161,500.00
CATEGORY 2 - DRAINAGE IMPROVEMENTS					
0425 1541	Inlet, Ditch Bottom, Type D, <10'	1	EA	\$ 3,732.00	\$ 3,732.00
0425 1521	Inlet, Ditch Bottom, Type C, <10'	2	EA	\$ 4,219.00	\$ 8,438.00
430174136	Pipe Culvert, Optional Material, Round, 36"SD	16	LF	\$ 256.03	\$ 4,096.48
430174118	Pipe Culvert, Optional Material, Round, 18"SD	229	LF	\$ 90.51	\$ 20,726.79
CATEGORY 2 SUBTOTAL					\$ 36,993.27
CATEGORY 3 - STANDARD OPERATING COSTS					
101-1	Mobilization	1	LS	\$ 9,924.66	\$ 9,924.66
0110 1 1	Clearing and Grubbing	0.07	AC	\$ 21,324.00	\$ 1,492.68
908-104-1	Silt Fence	768	LF	\$ 2.00	\$ 1,536.00
CATEGORY 3 SUBTOTAL					\$ 12,953.34
Subtotal:					\$ 211,446.61
10% Contingency:					\$ 21,144.66
Conceptual Construction Cost:					\$ 232,591.27

CATEGORY 4 - DESIGN & CA					
	Senior Engineer	16	HR	\$ 175.00	\$ 2,800.00
	Project Engineer	40	HR	\$ 135.00	\$ 5,400.00
DESIGN COST					\$ 8,200.00

TOTAL \$ 240,791.27

Jogging Trail Flooding Remediation

Turnbull Creek CDD

Cost Estimate - Option 3: Pond Retrofit

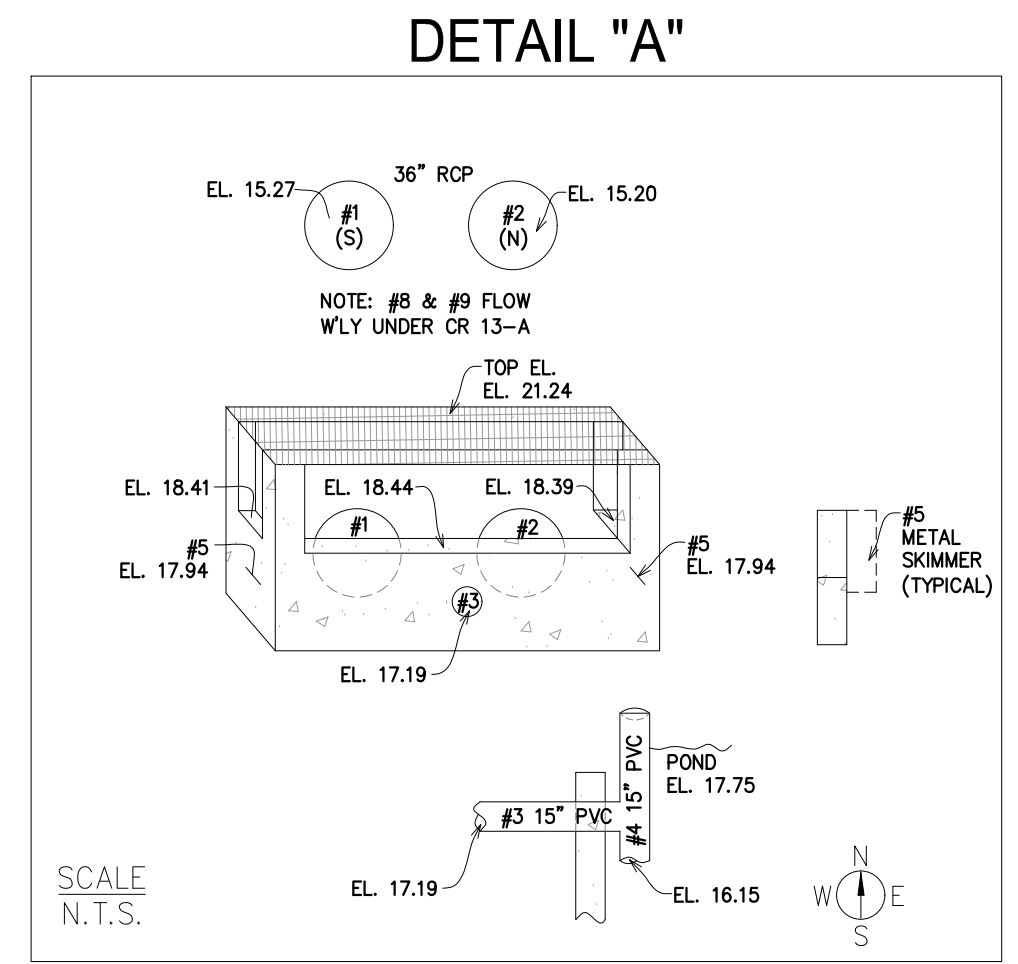
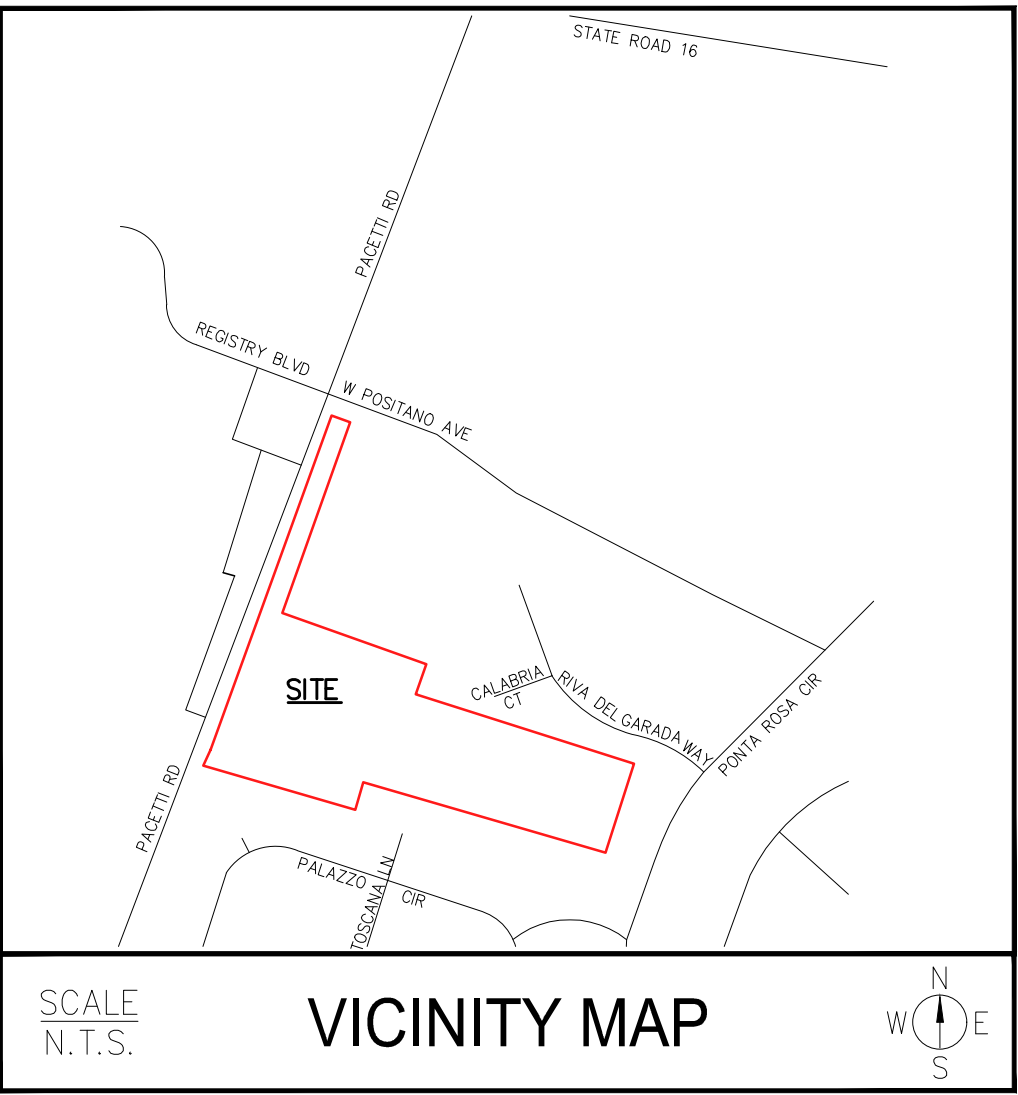
Prepared By JMT

June 2021

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE/UNIT	TOTAL
CATEGORY 2 - DRAINAGE IMPROVEMENTS					
0425 1541	Inlet, Ditch Bottom, Type D, <10'	1	EA	\$ 3,732.00	\$ 3,732.00
0425 1521	Inlet, Ditch Bottom, Type C, <10'	2	EA	\$ 4,219.00	\$ 8,438.00
430174136	Pipe Culvert, Optional Material, Round, 36"SD	16	LF	\$ 256.03	\$ 4,096.48
430174118	Pipe Culvert, Optional Material, Round, 18"SD	229	LF	\$ 90.51	\$ 20,726.79
	Thirsty Duck Riser Modification	1	EA	\$ 22,000.00	\$ 22,000.00
CATEGORY 2 SUBTOTAL					\$ 58,993.27
CATEGORY 3 - STANDARD OPERATING COSTS					
101-1	Mobilization	1	LS	\$ 2,949.66	\$ 2,949.66
908-104-1	Silt Fence	768	LF	\$ 2.00	\$ 1,536.00
CATEGORY 3 SUBTOTAL					\$ 4,485.66
Subtotal:					\$ 63,478.93
10% Contingency:					\$ 6,347.89
Conceptual Construction Cost:					\$ 69,826.83
CATEGORY 4 - DESIGN AND PERMITTING					
	Senior Engineer	30	HR	\$ 175.00	\$ 5,250.00
	Project Engineer	40	HR	\$ 135.00	\$ 5,400.00
	Senior Environmental Scientist	12	HR	\$ 150.00	\$ 1,800.00
DESIGN COST					\$ 10,650.00
TOTAL					\$ 80,476.83

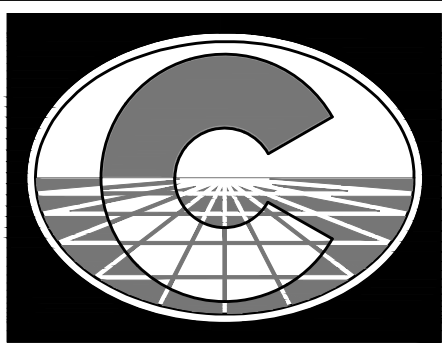
MAP SHOWING TOPOGRAPHIC & TREE SURVEY OF

A PORTION OF TRACT "G" AND TRACT "D" AS SHOWN MURABELLA UNIT FIVE, AS RECORDED IN MAP BOOK 58 PAGES 99 THROUGH 106 AND A PORTION OF MURABELLA UNIT ONE, AS RECORDED IN MAP BOOK 51 PAGE 16 THROUGH 42 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



CERTIFIED TO:
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

- TREE DISCLAIMER:**
SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, RICHARD P. CLARSON & ASSOCIATES, INC. WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.
- NOTES:**
1. BEARINGS SHOWN THEREOF BASED ON NORTH AMERICAN DATUM 1983/90, FLORIDA EAST ZONE (0901).
 2. ELEVATIONS SHOWN THUS: (12.3) AND REFERS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 3. REFERENCE BENCHMARK:
NATIONAL GEODETIC SURVEY DESIGNATION [ST. JOHNS COUNTY BENCHMARK: 1196; EL. 21.5 (NAVD 88)]
 4. THIS IS AN ABOVE SURFACE SURVEY ONLY. NO UNDERGROUND INFORMATION LOCATED OR SHOWN.
 5. WETLANDS SHOWN HEREON LOCATED BY OTHERS & PROVIDED BY CLIENT IN A CAD FILE SET IN STATE PLANE COORDINATES.
 6. THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS SCALED FROM THE FLOOD INSURANCE RATE MAPS. COMMUNITY PANEL NO. 1210800207A, DATED: DECEMBER 07, 2016. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON AND IS NOT REQUIRED TO BE SHOWN PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
 7. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER, THIS MAP AND OR REPORT IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY.
 8. THIS SURVEY AND OR REPORT IS CERTIFIED ONLY TO THE ENTITIES LISTED AND FOR THIS TRANSACTION ONLY.
 9. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHT-OF-WAYS, EASEMENTS OR OTHER INSTRUMENTS OF RECORD.



Surveyed and Prepared By:
RICHARD P. CLARSON AND ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue, Jacksonville, FL 32207
Phone: 904.396.2623 Website: clarsonfi.com

I hereby certify that this survey, performed under my responsible direction meets the standards of practice for Land Surveyors in accordance with Chapter 5J-17, Florida Administrative Code (Pursuant to Section 472.027, Florida Statutes), and further certify that there are no visible encroachments upon the subject property except as shown.

Date of Survey: MAY 03, 2021 Drafted By: LJM
Survey Scale: 1"=80' Reviewed By: WDP
Field Bk/ Pg: 934/55 Project No. 21-041
Grew Chief: E.A.

Professional Surveyor and Mapper No. 6793, State of Florida
WILLIAM D. PINKSTON
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

FOURTH ORDER OF BUSINESS

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is made and entered into effective the 1st day of October, 2021 by and between:

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

Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor, a Florida Corporation having a local address of 1071 Hood Road south, Jacksonville, FL 32257 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

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

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

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

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

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

2. **CONTRACTOR OBLIGATIONS.**

- a. *Scope of Services.* The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The pricing shall be as reflected in **EXHIBIT B**. The Contractor shall perform

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

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

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

- e. ***Scheduling.*** Contractor is scheduled to be on site a minimum of five (5) days per week (M-F) In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).
- f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. ***Reporting Services.*** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Jerry Lambert and Ernesto Torres to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors upon request.
- h. ***Deficiencies and Penalties.***
 - i. ***Notice and Response Procedures.*** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then, within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies and the time frame for completing the remedial actions. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period agreed upon by the District and the

Contractor, or if no time is specified by the District, then within (3) three days of the District's authorization to proceed with the work and prior to submitting any invoices to the District.

- ii. ***Penalties and Remedies.*** If the Contractor does not respond to the initial notice of deficiencies or does not resolve the deficiencies within the specified time period, without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, (1) fine the Contractor \$100 per day until a satisfactory response is received or until the deficiency is remedied, as applicable; (2) withhold some or all of the Contractor's payments under this Agreement; and (3) contract with outside sources to perform necessary Work, with all charges for such services to be deducted from the Contractor's compensation. The District may choose to exercise such rights individually or concurrently as deemed appropriate by the District.
 - iii. ***Contractor's Responsibility.*** Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement. Contractor shall work diligently to ensure that all Work is completed in accordance with the terms of this Agreement, whether or not the District Representatives notify Contractor of any deficiencies.
- i. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
 - j. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
 - k. ***Environmental Activities.*** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor

shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

1. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
- m. ***Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. ***Independent Contractor Status.*** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. **COMPENSATION; TERM.**

- a. ***Term.*** The initial term of Work under this Agreement shall begin on the date first written above and end September 30, 2022 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three additional one-year terms, at the compensation amounts specified in **EXHIBIT B**. If all available renewals are exercised, the last term of this Agreement shall end on September 30, 2025.
- b. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.

- c. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services pursuant to the terms of this Agreement through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**, or in such other form as may be approved by the District. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The

District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

5. **INSURANCE.**

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance, at a minimum:

- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions

to which such policies are subject, whether or not the District is an insured under the policy.

- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

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

- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

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

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

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

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

9. MISCELLANEOUS PROVISIONS.

- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- c. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- d. ***Assignment.*** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

- e. **Headings for Convenience.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. **Agreement.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.
- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Turnbull Creek Community
Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

With a copy to: KE Law Group, PLLC
PO Box 6386
Tallahassee, FL 32314
Attn: Jennifer Kilinski

B. If to Contractor: Commercial Landscape
Professionals, Inc., d/b/a Trimac
Outdoor
10701 Hood Road S
Jacksonville, FL 32257
Attn: Josh Fletcher

With a copy to: Commercial Landscape
Professionals, Inc., d/b/a Trimac
Outdoor
1579 Wild Fern Drive
Fleming Island, FL 32003
Attn: Jill Fletcher

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

- k. ***Third-Party Beneficiaries.*** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- l. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.
- m. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **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 ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, ERNESTO TORRES BY PHONE AT (904) 400-1758, BY EMAIL AT ETORRES@GMSNFL.COM, OR BY MAIL AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092.

- n. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- o. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- p. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**TURNBULL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

**COMMERCIAL LANDSCAPE
PROFESSIONALS, INC., D/B/A
TRIMAC OUTDOOR**

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
Exhibit B: Contractor's Bid Proposal Form
Exhibit C: Landscape Maintenance Areas Exhibit
Exhibit D: Forms

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) MOWING** – All grass areas will be mowed on the following schedule; however, Bermuda grass will be mowed once a month November 1 - March 1 and such reduced schedule shall be reflected in Contractor's pricing:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Bahia grass (which grass is only on CR244 portion of District property, see attached maps) be allowed to grow beyond a maximum height of four (4) to four and one half (4 ½) inches and Bermuda grass shall never be allowed to grow beyond a maximum height of two (2) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches and Bermuda at a height of one (1) to one and one half (1 ½) inches. St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Optimum height for Bermuda should be approximately one and one half (1 ½") to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the Contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The Contractor shall restore any noticeable damage caused by the Contractor's mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Turnbull Creek Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Turnbull Creek Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings

away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed and disposed of by Contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, signage structures, play structures, fences & walls as well as pruned to keep stop signs and crosswalks and other traffic signage from being blocked to a maximum of 10ft. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, parked cars or bicycle traffic. (This is to include maintaining at all times a minimum of eight to ten (8-10) feet in these areas. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. All pruning over the height of 10ft will be performed by another company as a separate agreement. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the Turnbull Creek community. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times to include after high wind occurrences. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks and pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. "Hurricane" palm pruning shall never be allowed.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides

as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. Contractor shall include the quarterly hand removal of all dog fennel (and other invasives) along the main roadways and view corridors. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The Contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS - All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP - At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings, leaves and vegetative debris shall be blown off of sidewalks, streets and curbs into the turf areas, never into mulched bed areas as these are to be maintained free of grass clippings and weeds. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.** At no time shall the clippings be left on the sidewalks, streets and curbs overnight.

7) TRASH REMOVAL - The Contractor will, prior to mowing, pick up all bottles, cans, fallen limbs and palm fronds and other debris and trash on the property including bogus signs such as "For Sale" signs displayed in right-of-ways and common areas by owners and realtors. Trash/trash cans will be emptied/ picked up every morning and mid-afternoon Monday- Sunday. This should be done at the following locations Sportsplex outside the Fence, Plantation Park (including pond) and the Volleyball/Basketball courts. Trash Pickups from all parks to include fields and each receptacle, is seven (7) days per week. Trash pickups along roads is Monday, Wednesday and Friday.

8) **REPLACEMENT OF PLANT MATERIAL** - Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed expeditiously upon notification of the District. Contractor shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. Contractor will replace said dead or unsightly plant material not to exceed \$ _____ per month with the approval of the Field operations Manager.

9) **MAKE UP DAYS** - If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.

PART 2

FERTILIZATION

Contractor must comply with the St. Johns County Fertilizer Ordinance in total. A portion of that ordinance is listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF ST. JOHNS COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) OR WITHIN 24 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for northeast Florida turf, which is generally outlined below. It is incumbent upon the Contractor to review such guidelines for conformance with northeast Florida recommendations.

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

November A complete fertilizer based on soil tests + PreM

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

The Contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, ALL shrubs, groundcovers and trees shall be fertilized according to the following specifications:

Three (3) times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S**

RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO THEIR NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four (4) times per year (March, June, September, November). 100% of the N, K and Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application. Contractor must notify the district 48 hours prior to performing any palm fertilization. Contractor shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the Contractor to so notify the District may result in the Contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month (or as needed if not required - Contractor should consult with District's Designee if insect/disease control is not required) with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor will perform biweekly inspections of all CDD owned property at which time a punch list of deficiencies and corrective measures will be presented to the district's Field Operations Manager.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

Contractor is asked to apply the granular Top Choice annually in all finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. All mowers are to have a container of bait to spot treat areas as needed. Special attention shall be given to the parks, playgrounds and pool areas where high pedestrian traffic and activities are present. Each worker shall carry bait for treatment with each visit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the

infrastructural integrity of the irrigation system shall be borne by the District. Should Contractor have a disagreement about the nature of the repair, the Contractor shall work with the District and its Designee in good faith to resolve such disagreement.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Lubricate and adjust mechanical components
4. Test back up programming support devices
5. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters regularly
3. Test each pump (if applicable) at design capacities **weekly** and inform District Designee of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. Contractor shall also provide risers as needed in order to raise heads to a suitable height above plant material when necessary at no additional cost to District. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent

effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of ten (10) business days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the ten (10)-day period has expired and for the duration of the contract, Contractor shall assume, at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor, associated with the irrigation system, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District's Designee shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District's Designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of St. Johns County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds & tree rings) with Brown Cyprus Mulch (in the beds) and Pine Straw Mulch (lake/pond banks). Mulched areas should be raked, leveled, or mulch removed to maintain 3"-4" level of mulch in beds prior to the installation of new mulch. Such application is expected to be once per year, with an option for second application per year. A second application may be requested by the District in its discretion and shall be performed at the pricing provided in Contractor's scope. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Berms / Contractor agrees to weeding, removal of all sticks & falling limbs (larger than 1" diameter), control/treating fire ant hills as needed and trimming of the tall grasses and keeping tree limbs manicured (trimmed up) on berms once a year at the same time pine straw is put down. Pine straw is to be applied twice a year (in March & September) at a depth of 3" over the complete berm areas.

The District's Field Operations Manager should be notified two (2) weeks prior to mulch installation to assure that proper trenching occurs to assure mulch does not spill over into walkways, paths, hardscapes, etc....

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Straw and Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

At the Amenity Facility, including but not limited to the pool area, the Contractor must REMOVE old mulch and replace with new mulch up to the 3" depth. Supplementation elsewhere is permissible.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

Seasonal Color; Annuals shall be changed out in 4 cycles yearly. Color and species shall be discussed with district operations manager prior to installation. Additional soil amendments, fungicides and insect applications shall be performed to maintain vigorous growth and color.

Change out schedule is as follows;

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

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

- SR16 and San Giacomo entrance a minimum of 420 plants per installation
- Pacetti Rd and Terrancina Dr entrance a minimum of 85 plants per installation.
- Main entrance at Pacetti Rd and Positano a minimum of 215 plants per installation.
- San Marino and E. Francetta Ln a minimum of 72 plants per installation.
- Amenity Center beds and roundabout a minimum of 612 plants per installation.

Additional plants;

The contractor shall provide without cost to the district for the holiday of Thanksgiving and Christmas a display of 20 Poinsettia's for the entrance of the amenity center.

EXHIBIT "B"

BID PROPOSAL FORM TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

Having carefully examined the specifications, agreement for services and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 204,428⁰⁰ Yr.

- Storm Cleanup \$ 45 /hr.
- Tree Staking/Strapping Removal \$ 45 / lump sum (based on plan details)
- Freeze Protection (description of ability) SET IRRIGATION THE NIGHT BEFORE FOR FULL SATURATION OF TURF + ORNAMENTALS.

- Please provide your charge associated with trash removal as detailed in Part 1 (7) 62,000 (this one should be included in your general landscape bid price but the CDD wants an estimate for this portion and reserves the right to remove it from the bid price)
\$ 905 /application
- Hand Watering
\$ 35 /hr. for employee with hand-held hose
\$ 65 /hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2**Fertilization (All labor and materials)**\$ 32,944⁰⁰ Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	40-0-0 0-0-0	.66#	300 11 ACRES	\$ 2186 ⁰⁰
APRIL	UREA/INSECTICIDE/TRIPLET	.10#	100	\$ 1862 ⁰⁰
MAY	40-0-0 0-0-7 BOMESTOL	.66	300	\$ 2186 ⁰⁰
JULY	21-0-0 0-0-0	.29#	150	\$ 1982 ⁰⁰
AUGUST	40-0-0 0-0-7 BASAGAN	.66	300	\$ 2186 ⁰⁰
OCTOBER	0-0-29	.15	200	\$ 1375 ⁰⁰

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	24-2-11	.66	200 9 ACRES	1980 ⁰⁰
APRIL	UREA/INSECT/TRIPLET	.10	100	1322 ⁰⁰
JUNE	FERT 21-0-0/BROADLEAF	.30	200	1680 ⁰⁰
OCTOBER	0-0-29	.15	100	880 ⁰⁰

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	24-2-11	.66	112	1,256
APRIL	ARENA	.50	100	844
MAY	AERATION			1,000
JULY	GRANULAR/WEED/INSECT	.66		1,380
AUGUST	24-2-11	.66	112	1,256
SEPTEMBER	WEED/INSECT/FERT	.72	170	1,255
OCTOBER	0-0-62	1	200	550 ⁰⁰

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	10-10-10/PRE-M	.50	200	1800 ⁰⁰
JUNE	10-10-10/WEED	.50	200	1800 ⁰⁰
OCTOBER	10-10-10/PRE-M	.50	200	1800 ⁰⁰

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	13-5-13	3 CUPS PER 100'	20 POUNDS PER 1,000	485 ⁰⁰
JUNE	13-5-13			485 ⁰⁰
SEPTEMBER	13-5-13			485 ⁰⁰
NOVEMBER	13-5-13			485 ⁰⁰

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 12,856⁰⁰ Yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 12,440 /Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
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The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 4,400 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)

\$ 31,200⁰⁰ /Yr.

Freeze Protection (description of ability) <u>SATURATE TURF</u>

\$ _____ / <u>application</u> (do not include in Irrigation Total or Grand Total)
After hours emergency service hourly rate \$ <u>65</u> /hr. (i.e. broken mainlines, pump & wells, etc.)
Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

220 CY Brown Cyprus Mulch per specs for the first top-dressing at \$ 48 /CY

180 CY Brown Cyprus Mulch per specs for the second top-dressing at \$ 48 /CY

Installation of Brown Cyprus Mulch (All labor and materials) \$ 19,200⁰⁰ /Yr. –
Playgrounds, club houses

Additionally, based on quantities determined by Contractor's field measurements at time of bidding (pond banks only), Contractor shall install:

4700 Bales Pine Straw Mulch per specs for the first top-dressing at \$ 6.50 /bale- Pond banks

3000 Bales Pine Straw Mulch per specs for the second top-dressing at \$ 6.50 /bale

Installation of Pine Straw Mulch (All labor and materials) \$ 50,050⁰⁰ /Yr.

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4) - This is what contract will be written for)

\$ 281,448⁰⁰ /Yr.

FIRST ANNUAL RENEWAL

\$ 289,884⁰⁰ /Yr.

SECOND ANNUAL RENEWAL

\$ 298,584⁰⁰ /Yr.

THIRD ANNUAL RENEWAL

\$ 307,548⁰⁰ /Yr.

Contractor/Firm Name TRIMAC OUTDOOR

Firm Address 10701 HOOD ROAD S

City/State/Zip JACKSONVILLE, FL 32257

Phone Number 904-505-4694 Fax Number 904-212-0547

Name and Title of Representative MIL0 WILLIAMS
(Please Print)

Representative's Signature 

Date 4-27-2021

ADDENDA – Bidder acknowledges the receipt of Addendum Nos.

1. ✓ 2. 3. 4. 5.

Dated this 27TH day of APRIL, 2021

Arborist consultation shall be provided at no additional charge, per the Contractor's proposal.

EXHIBIT "C"
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE MAPS/PLANS



NOTE: THE DISTRICT REQUIRES A MINIMUM CREW OF 5 TO PERFORM THE DAILY DUTIES WITHIN THE SCOPE OF THIS CONTRACT 12 MONTHS PER YEAR.

ADDITIONAL ENHANCEMENT MUST BE PERFORMED BY AN ADDITIONAL CREW (ENHANCEMENT CREW) UNLESS THE DISTRICT SPECIFIES OTHERWISE.

**EXHIBIT “D”
FORMS**

[attached beginning at following page]

TURNBULL CREEK CDD
ADDITIONAL SERVICES ORDER (ASO)

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM

Contact District Manager for Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Ernesto Torres

District Manager's Email: etorres@gmsnfl.com

District Address: _____

District Phone: _____

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Turnbull Creek Community Development District – Landscape and Irrigation Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

COMMERCIAL LANDSCAPE PROFESSIONALS INC, DBA
TRIMAC OUTDOOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TURNBULL CREEK CDD
DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

TURNBULL CREEK CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

TURNBULL CREEK CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

END OF FORMS

FIFTH ORDER OF BUSINESS

AGREEMENT FOR POND BANK MAINTENANCE BETWEEN TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AND BOUDREAUX'S PRO GRADE LLC

This Agreement (the “Agreement”) is made and entered into this 24th day of August, 2021 (the “Effective Date”), 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, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

BOUDREAUX’S PRO GRADE LLC, a Florida limited liability company, whose address is 705 Hope St, Ormond Beach, Florida 32174 (the “Contractor,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide pond bank maintenance services related to the District’s stormwater management ponds (the “Services”), as specified in the plans titled “2021 Pond Bank Maintenance Project for Turnbull Creek CDD,” dated July 22, 2021, and prepared by Johnson, Mirmiran, and Thompson, Inc. (the “2021 Pond Maintenance Plans”), attached hereto as **Exhibit A**; and

WHEREAS, Contractor represents that it is capable, willing and able to provide such Services to the District; and

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

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

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

SECTION 2. DESCRIPTION OF SERVICES.

- A.** The Contractor agrees to provide the labor, materials and workmanship necessary for the provision of the Services, all in accordance with the 2021 Pond Maintenance Plans and as described in the proposal attached hereto as **Exhibit B**.
- B.** The Services shall include a pre-construction meeting with the District Engineer.
- C.** The Contractor will designate a responsible individual to serve as the Contractor's Onsite Representative. Contractor, or Contractor's Onsite Representative, shall coordinate and schedule all Services with the District's Designee (as defined herein). The Parties agree that Services shall commence at the optimal time for performance of the same, which time is expected to be between the months of November to January. Such start period shall be coordinated between the Contractor's Onsite Representative and the District's Designee. All Services shall be completed no later than nine (9) months from the effective date of this Agreement, unless such time is extended by the Parties in writing.
- D.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the Parties and upon the written authorization of the District.
- E.** Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of Services satisfactorily completed and for materials actually incorporated into the Services.
- F.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- G.** The Contractor shall report directly to the District's Designee who shall be **Jason Evert** and **Steven Collins** with Johnson, Mirmiran & Thompson. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- H.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- I.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION. As compensation for the Services, the District shall pay the Contractor a total lump sum amount of one hundred twenty-six thousand, two hundred thirty-four dollars and twenty cents (\$126,234.20). The compensation due hereunder shall be invoiced upon completion of the Services. The District shall remit payment in accordance with the Prompt Payment Act.

- A.** If the District should desire additional work or services not provided for in this Agreement, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may withhold 10% of the amount due under the contract as retainage until the Services have been completed and accepted by the District Engineer.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise stated herein, and that all materials and workmanship shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and workmanship for a period of one (1) year after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
Employer's Liability	\$100,000 each accident for any employee
Commercial /General Liability	
<i>Bodily Injury (including contractual)</i>	Combined single limit:
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	Combined single limit:
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** Contractor shall name the District, its agents, staff, consultants and supervisors, as

additional insureds for all insurance coverages with the exception of workers' compensation coverage. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

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

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

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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: KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32309
Attn: District Counsel

B. If to the Contractor: Boudreaux's Pro Grade LLC
705 Hope Street
Ormond Beach, Florida 32174
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 14. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

SECTION 17. INDEMNIFICATION.

- A.** Contractor, its employees, agents, representatives and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the

District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered. Further, to the extent the obligations set forth herein are invalid for any reason under applicable law, the parties agree that the provisions of this Agreement shall be reformed to require the Contractor to indemnify, defend and hold harmless the Indemnitees to the maximum extent permitted by law, and, to the extent the law requires a cap on the obligations hereunder, the parties agree that the amount of such cap shall be One Million Dollars (\$1,000,000.00), the amount of which the parties agree bears a reasonable commercial relationship to the Contract.

SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("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 ETORRES@GMSNF.COM OR BY REGULAR MAIL AT WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FL 32092.

SECTION 21. COMPLIANCE WITH E-VERIFY.

- A. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, 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.
- B. 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 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by District as a result of the termination.
- C. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, 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.

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 nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Attest:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Witness:

BOUDREAUX'S PRO GRADE LLC

Signature of Witness

By: _____

Print Name: _____

Title: _____

Exhibit A: 2021 Pond Bank Maintenance Plans

Exhibit B: Contractor's Proposal

EXHIBIT A
2021 Pond Bank Maintenance Plans

[attached at following page]

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

2021 POND BANK MAINTENANCE PROJECT
FOR TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS COUNTY, FLORIDA

VICINITY MAP



PROJECT AREA

PREPARED FOR:
TURNBULL CREEK CDD

PLAN INDEX	
1	COVER SHEET
2	NOTES & DETAILS
3	PLAN 1
4	PLAN 2

PREPARED BY:
JOHNSON, MIRMIRAN & THOMPSON INC.
2008 RIVERSIDE AVE., STE 200
JACKSONVILLE, FL 32204
STEVEN COLLINS, PE
(407) 562-4970

JULY 22, 2021



Steven Collins, P.E.
Florida P.E. NO. 80872

PRINT DATE: 7/22/2021
ORIGINAL: 7/22/2021

REVISIONS:

1	
2	
3	
4	
5	
6	

TURNBULL CREEK CDD -
POND BANK MAINTENANCE PROJECT

COVER SHEET

TURNBULL CREEK CDD

JOB NO. 20-02085-007
DRAWN RC
DESIGNED SDC
CHECKED SB
QC JB
SHEET 1 OF 4

GENERAL NOTES

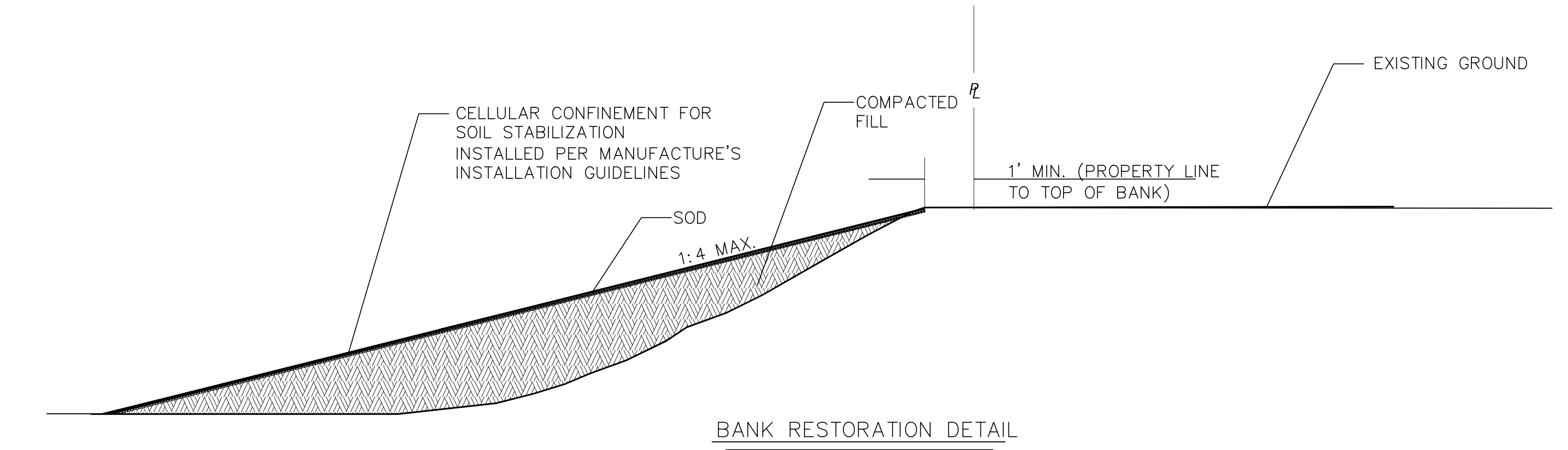
1. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS AND DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, ETC. AFFECTING THE WORK PRIOR TO CONSTRUCTION.
2. IF UTILITY FIELD LOCATIONS ARE REQUIRED, THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH ALL UTILITY COMPANIES AS WELL AS ANY AFFECTED CITY AND COUNTY DEPARTMENTS BY PROVIDING A MINIMUM OF 48 HOURS NOTICE OF WHEN CONSTRUCTION WILL COMMENCE IN AN AREA IN ORDER TO PERMIT FIELD LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. A TOLL-FREE NUMBER, 1-800-432-4770 IS AVAILABLE TO ASSIST IN SUCH COORDINATION EFFORTS. THIS NUMBER IS PART OF THE UTILITY NOTIFICATION PROGRAM PROVIDED BY SUNSHINE STATE ONE-CALL OF FLORIDA, INC. BUT DOES NOT NECESSARILY REPRESENT ALL UTILITY COMPANIES IN THE AREA.
3. ALL UTILITIES SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE EXISTING UTILITIES AND ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, DRIVEWAYS, SIDEWALKS, FENCES, RETAINING WALLS, ETC. REMOVED OR DAMAGED DURING CONSTRUCTION WITH THE SAME MATERIAL REMOVED OR DAMAGED OR AS DIRECTED BY THE ARCHITECT/ENGINEER.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH ANY SITE WORK WITH WHICH A CONFLICT HAS ARISEN DURING THE CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
6. ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. WATERING, APPLICATION OF CALCIUM CHLORIDE OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INCORPORATED AS SOON AS POSSIBLE.
7. CONSTRUCTION SHALL BE CARRIED OUT "IN THE DRY". THE CONTRACTOR SHALL REVIEW SITE CONDITIONS AND DETERMINE METHODS AND EXTENT OF DEWATERING NECESSARY AND SHALL INCLUDE COSTS OF DEWATERING IN THE BID. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTROL OF GROUND OR SURFACE WATER OR FOR ADDITIONAL MATERIALS OR REWORK REQUIRED AS A RESULT OF INADEQUATE OR INSUFFICIENT DEWATERING.
8. ALL WORK TO BE PERFORMED FOR THE COMPLETION OF THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE BEST PRACTICES OF THE INDUSTRY AND IN ACCORDANCE WITH THE SPECIFICATIONS, AND ALL APPLICABLE FEDERAL, STATE, COUNTY AND/OR CITY CODES, ORDINANCES, STANDARDS AND PERMIT CONDITIONS.
9. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OTHER THAN THOSE SPECIFICALLY SHOWN TO BE REMOVED.
10. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SITE EROSION AND SHALL PROVIDE ADDITIONAL SOD, AS NECESSARY, TO ACHIEVE A FULLY GRASSED SITE FREE FROM RUTTING, ETC. TO THE LINES & GRADES SHOWN HEREIN UPON FINAL ACCEPTANCE.
11. SOD ALL DISTURBED AREAS.
12. CONTRACTOR TO PROVIDE CLEAN FILL FREE OF ROOTS, WIRE, CONCRETE AND ALL OTHER CONSTRUCTION DEBRIS.
13. ONE POND UNDER CONSTRUCTION AT A TIME. A RESPONSIBLE FOREMAN MUST BE ONSITE AT ALL TIMES OF CONSTRUCTION. WEEKLY PROGRESS MEETINGS/UPDATES MUST BE PERFORMED WITH JMT STAFF THROUGHOUT CONSTRUCTION DURATION.
14. CONSTRUCTION STAGING AND ACCESS TO BE DETERMINED AT PRE-CONSTRUCTION MEETING.

ENVIRONMENTAL PROTECTION NOTES

1. CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED IN WETLAND AREAS UNLESS SUCH CONSTRUCTION PRACTICES ARE APPROVED IN A PLAN OF OPERATION SUBMITTED TO THE ENGINEER & THE APPROPRIATE REGULATORY AUTHORITIES.
2. WHERE CONSTRUCTION IS NECESSARY ACROSS OR ADJACENT TO WETLAND JURISDICTIONAL AREAS, SILT BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT BARRIERS SHALL BE CONSIDERED AS LIMITS OF CONSTRUCTION WITHIN OR ADJACENT TO JURISDICTIONAL AREAS.
3. STAKED OR FLOATING SILT SCREENS OR HAY BALES, AS APPROPRIATE, SHALL BE UTILIZED AS SILT BARRIERS AND PLACED AROUND THE ENTIRE SITE AT THE LIMITS OF CONSTRUCTION AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM LEAVING THE PROPERTY. THESE BARRIERS SHALL BE INSTALLED PRIOR TO COMMENCING WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS SHALL BE IMMEDIATELY REPAIRED OR REPLACED, AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND PRIOR TO FINAL ACCEPTANCE.
4. ALL WATER COLLECTED AND PUMPED DURING DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UNDISTURBED UPLAND AREAS INTO DOUBLE STAKED HAY BALES. DISCHARGE LOCATIONS SHALL BE OVER UNDISTURBED SOIL. A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY, WETLAND AREA, OR INLET TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.
5. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO UNDISTURBED WETLANDS WHERE SEDIMENTATION FROM STOCKPILES MAY CAUSE DAMAGE TO WETLAND. ADDITIONALLY, SILT BARRIERS SHALL CONTINUOUSLY AND FULLY ENCIRCLE ALL STOCKPILES WHICH WILL REMAIN FOR LONGER THAN 24 HOURS TO CONTAIN MATERIALS WITHIN A REASONABLY CONFINED AREA. NO STOCKPILING IN STREETS OR PUBLIC ROW.
6. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OTHER THAN THOSE SPECIFICALLY SHOWN TO BE REMOVED. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL AREAS WITHOUT PROPER AUTHORIZATION, CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING PLAN TO AND OBTAINING APPROVAL FROM SJRWMD, AND COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF TREE REMOVAL.
7. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED. NO ACTIVITIES (EQUIPMENT, FILL PLACEMENT, ETC.) SHALL TAKE PLACE WITHIN THE DRIPLINE OF THE TREES TO REMAIN. IF NECESSARY, THE CONTRACTOR SHALL PROTECT TREES WITH SUITABLE BARRICADES. ONCE INSTALLED, ALL PROTECTIVE TREE BARRICADES SHALL BE INSPECTED BY THE ST. JOHNS COUNTY ENVIRONMENTAL DIVISION PRIOR TO THE ISSUANCE OF THE CONSTRUCTION PERMIT.

INSTRUCTIONS FOR MAINTENANCE AND INSPECTION OF STORMWATER FACILITIES

1. SPECIFIC CONDITIONS OF ALL PERMITS MAY REQUIRE SPECIFIC MAINTENANCE ACTIVITIES. CHECK ALL PERMIT CONDITIONS AS ISSUED BY REGULATORY AGENCIES TO ENSURE PERMIT COMPLIANCE.
2. THE ENTIRE STORMWATER SYSTEM SHOULD BE INSPECTED ON AT LEAST A BI-ANNUAL BASIS. THIS SHOULD INCLUDE A VISUAL INSPECTION OF THE POND, POND BANKS, BLEED-DOWN ORIFICES, OTHER CONTROL STRUCTURES, AND DISCHARGE PIPES. THESE SHOULD BE KEPT FREE OF DEBRIS AND CLEANED ON A FREQUENCY AS REQUIRED TO KEEP THEM FUNCTIONAL, AS DESIGNED. MOWING/CLEARING AROUND THE STRUCTURES MAY BE REQUIRED TO PREVENT CLOGGING BY VEGETATION. SEDIMENT DEPOSITS SHOULD BE REMOVED FROM PONDS AND OUTFALL STRUCTURES ON A FREQUENCY AS REQUIRED TO KEEP THEM FUNCTIONAL, AS DESIGNED. SIDE SLOPES SHOULD BE INSPECTED FOR SIGNS OF EROSION, AND REPAIRED TO PROPOSED GRADES AS NEEDED.



PRINT DATE: 7/22/2021 ORIGINAL: 7/22/2021

REVISIONS:

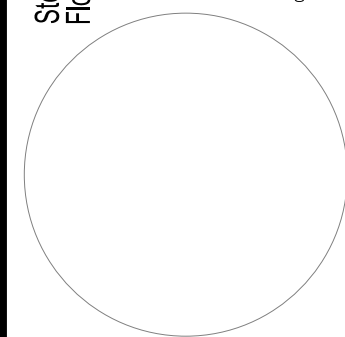
TURNBULL CREEK CDD - POND BANK MAINTENANCE PROJECT

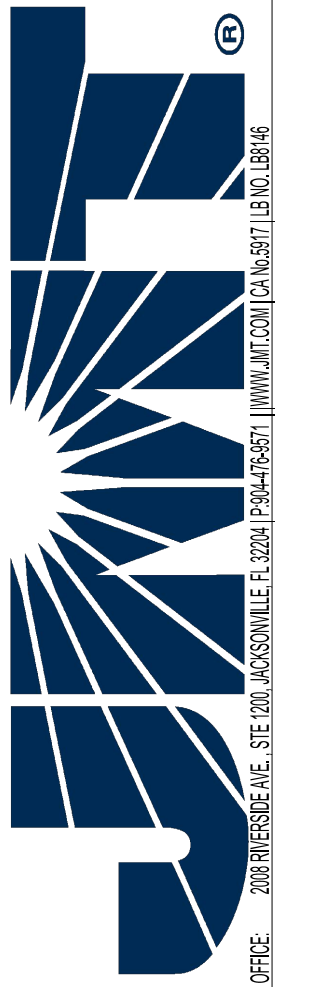
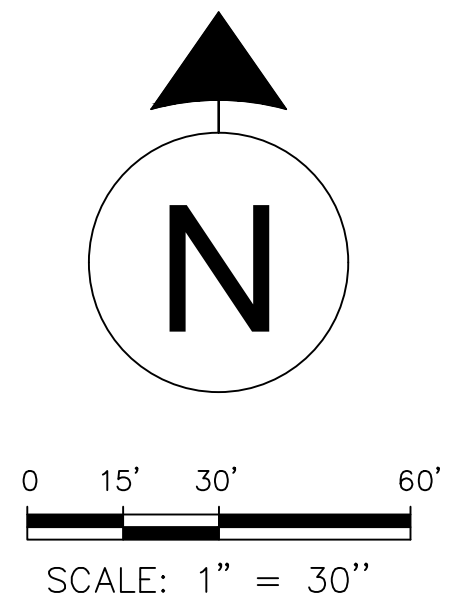
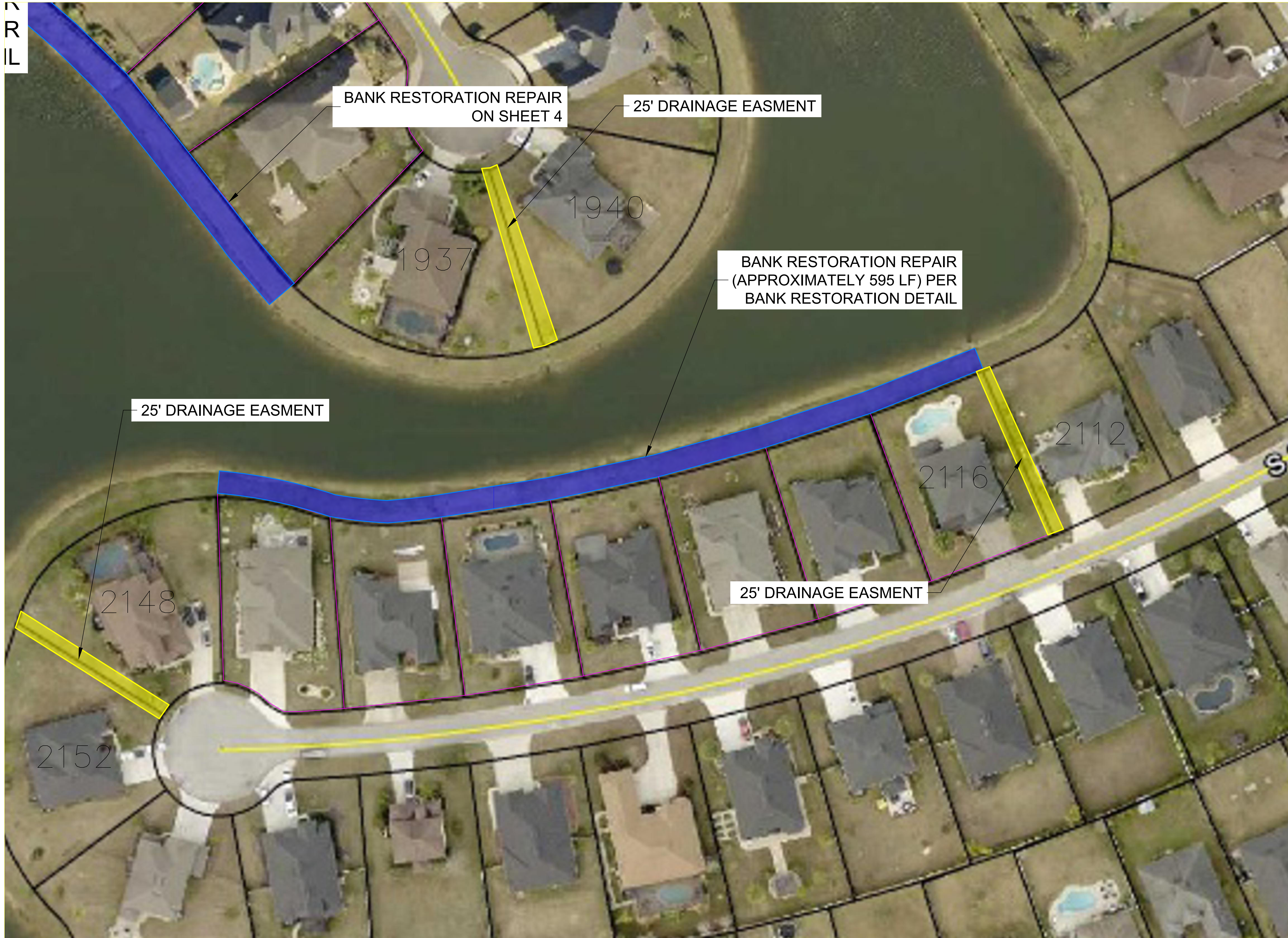
TURNBULL CREEK CDD

JOB NO. 20-02086-001
DRAWN RC
DESIGNED SDC
CHECKED SB
QC JB
SHEET 2 OF 4

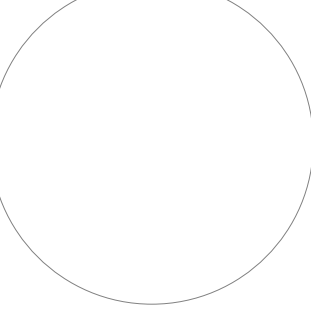
NOTES & DETAIL

Steven Collins, P.E.
Florida P.E. NO. 80872





Steven Collins, P.E.
Florida P.E. NO. 80872



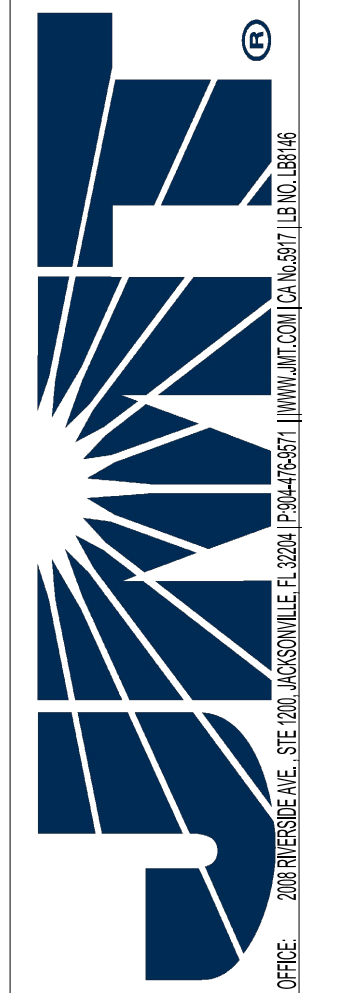
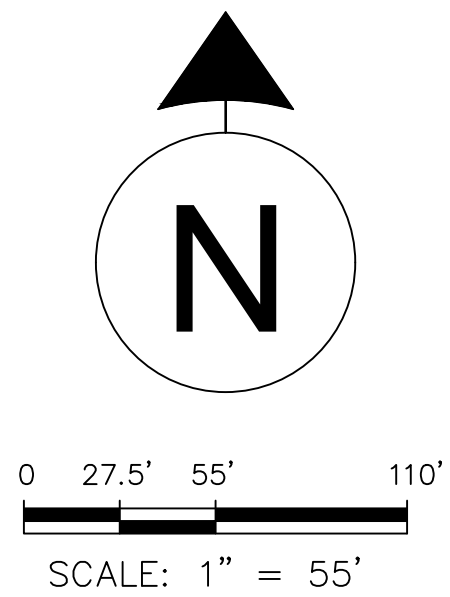
PRINT DATE: 7/22/2021	ORIGINAL: 7/22/2021
REVISIONS:	
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TURNBULL CREEK CDD -
POND BANK MAINTENANCE PROJECT
POND BANK REPAIR PLAN

TURNBULL CREEK CDD

JOB NO. 20-02086-001
DRAWN RC
DESIGNED SDC
CHECKED SB
QC JB
SHEET 3 OF 4





Steven Collins, P.E.
Florida P.E. NO. 80872

PRINT DATE:	7/22/2021	ORIGINAL:	7/22/2021
REVISIONS:			
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TURNBULL CREEK CDD -
POND BANK MAINTENANCE PROJECT

POND BANK REPAIR PLAN

TURNBULL CREEK CDD

JOB NO. 20-02086-001
DRAWN RC
DESIGNED SDC
CHECKED SB
QC JB
SHEET 4 OF 4



EXHIBIT B
Contractor's Proposal

Boudreaux's Pro Grade LLC
705 Hope Street
Ormond Beach, FL 32174
(386) 214-3672
dale@boudreauxsprograde.com

ADDRESS
JMT

Estimate 2264

DATE 08/06/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Import and place up to 1422 CY of clean compactable fill. Compact and grade per plans dated 07/22/21. Remove all debris from site			41,576.00
	Material and labor to install up to 73320 SF of geogrid confinement cells			23,899.20
	Material and labor to install up to 109980 SF of St Augustine sod. Maintenance of sod once installed to be done by others			60,489.00
	Optional: Import, place, and compact up to 18 CY of additional clean compactable fill (per load cost)			270.00

Excludes any permitting, MOT, sod maintenance after installation, dewatering, bond, removal of any unsuitable/hazardous/contaminated materials, abandonment of any storage vaults/wells/transformers/septic tanks/grease traps/gas-fuel tanks, open cuts in roadways, damage to neighboring yards causing by work surveying or as-builts, asphalt, concrete, curbing, flat work, all underground utilities, irrigation, private locates, any type of fencing, electrical work, rodent abatement, gopher tortoise relocation and permitting, historical or landmark paperwork, shoring, engineering, expedited concrete cutting services, unmarked utilities, or compaction testing/dredging on site

*BPG retains all rights to salvage materials within all work area boundaries. Payment will be made regardless of damage claim. Contract balance will be due in full upon completion of the scope of work. Material deposit necessary before BPG will import the material

TOTAL	\$126,234.20
--------------	---------------------

Thank you for your business!

SIXTH ORDER OF BUSINESS

D.

1.

Turnbull Creek Community Development District

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

Memorandum

Date: AUGUST 10, 2021
To: Turnbull Board of Supervisors
Ernesto Torres, Richard Whetsel
From: Jim Schieszer, 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: Jim Schieszer

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 Landscape (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. Completion of pressure washing of sunshades, dead tree removal, chemical line replaced for pool, new mulch for playgrounds, installation of no fishing signs and No Trespassing sign and chain next to creek at Pascetti road. [see picture report]

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily

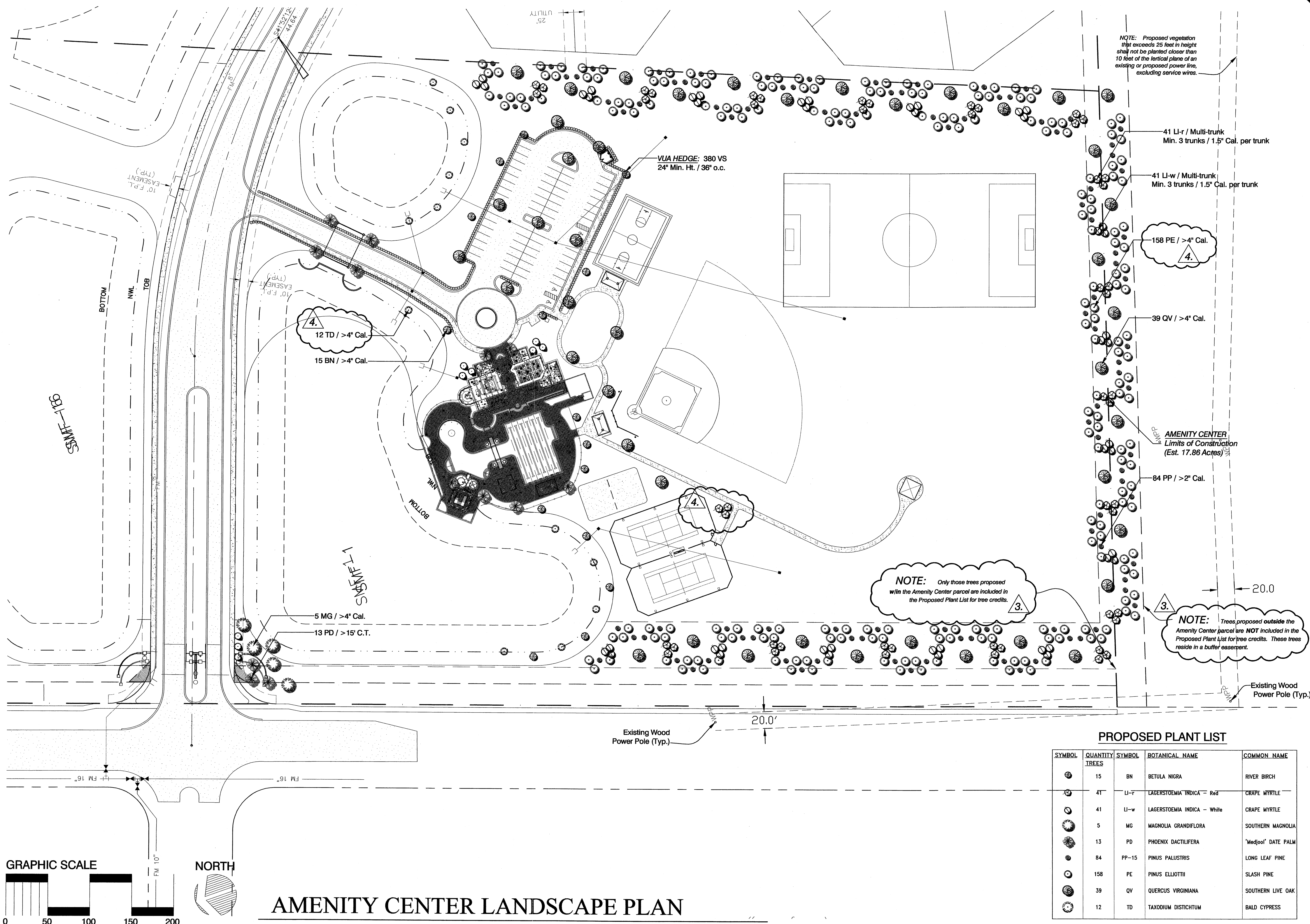
- Removal of pool trees follow up
- Donation for pool heater follow up
- Vesta soccer - donation for field improvements follow up
- Request for new gym machine

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.



PROPOSED PLANT LIST

SYMBOL	QUANTITY TREES	SYMBOL	BOTANICAL NAME	COMMON NAME
BN	15	BN	BETULA NIGRA	RIVER BIRCH
LI-r	41	LI-r	LAGERSTOEMIA INDICA - Red	CRAPE MYRTLE
LI-w	41	LI-w	LAGERSTOEMIA INDICA - White	CRAPE MYRTLE
MG	5	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA
PD	13	PD	PHOENIX DACTYLIFERA	'Medjool' DATE PALM
PP-15	84	PP-15	PINUS PALUSTRIS	LONG LEAF PINE
PE	158	PE	PINUS ELLIOTTII	SLASH PINE
QV	39	QV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
TD	12	TD	TAXODIUM DISTICHUM	BALD CYPRESS

REVISIONS		BY
NO.	DATE	DESCRIPTION
1.	09-2-04	Revised Buffer Mound Plantings
2.	12-1-04	As per SIC Development Services
3.	01-21-05	As per SIC Development Services
4.	04-01-05	As per SIC Development Services

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MURA BELLA

A Development by: Wood Development

St. Johns County, Florida

AMENITY CENTER LANDSCAPE PLAN

BASHAM & LUCAS

DESIGN GROUP, INC.

PLANNING • ARCHITECTURE • LANDSCAPE

7645 GATE PARKWAY #201
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 FAX (904) 731-2699
E-mail: TheGroup@Bashamdesign.com
Lic. Nos.: AA26000586 • LA00000600

DRAWN BY
JCC

CHECKED BY
CSD

DATE
01-14-05

JOB NO.
03-79A

SHEET NO.
LS-1

TREE MITIGATION TABLE

REMOVED TREES

NO. OF TREES	TREE TYPE	TREE SIZE	TREE CREDIT	TOTAL TREE CREDITS
- 0 -	N/A	- 0 -	- 0 -	- 0 -
			TOTAL	- 0 -

PRESERVED TREES

TREE TYPE	TREE SIZE	TREE CREDIT	NO. OF TREES	TOTAL TREE CREDITS
N/A	- 0 -	- 0 -	- 0 -	- 0 -
			TOTAL	- 0 -

GENERAL NOTES:










- SHRUBS** Minimum 24" tall at planting (measured from ground level) planted with a maximum spacing of 3 feet.
- TREES** Newly planted trees must be minimum 2" caliper / 8 - 10' tall to receive credit. Large trees receive more credit.
- IRRIGATION** Automatic irrigation system with rain sensors and 100% coverage.
- MULCH** Minimum of 3" of mulch around all new plant material.

MITIGATION SUMMARY

CREDITS REMOVED:	- 0 -
CREDITS PRESERVED:	- 0 -
CREDITS - NEW PLANTING:	447.00
TOTAL PLANTING	447.00
REQUIRED PLANTING	446.50
SURPLUS + / DEFICIT - :	+ 0.50

4.

PROPOSED PLANT LIST

AMENITY AREA 17.86 Acres Total 25 CREDITS								
SYMBOL	QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE AND REMARKS	TREE TYPE	CREDITS EACH	CREDITS EARNED
TREES								
	15	BN	BETULA NIGRA	RIVER BIRCH	12-14' Ht. / 5-6' Sprd. / >4" Cal. Min.	Canopy	1.0	15.0
	41	LI-r	LAGERSTOEMIA INDICA - Red	CAPE MYRTLE	12-14' Ht. / 4 - 6' Sprd. / Multi-Trunk Min. 3 Trunks @ / 1.5" Cal. per Trunk	Flowering	2.0	82.0
	41	LI-w	LAGERSTOEMIA INDICA - White	CAPE MYRTLE	12-14' Ht. / 4 - 6' Sprd. / Multi-Trunk Min. 3 Trunks @ / 1.5" Cal. per Trunk	Flowering	2.0	82.0
	5	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	14-16' Ht. / >4" Cal. Min.	Canopy-Flowering	2.0	10.0
	13	PD	PHOENIX DACTYLIFERA	'Medjool' DATE PALM	>15' Clear Trunk Ht.	Non-Canopy	1.0	13.0
	84	PP-15	PINUS PALUSTRIS	LONG LEAF PINE	8-10' Ht. / >2" Cal. Min.	Canopy	0.5	42.0
	158	PE	PINUS ELLIOTTII	SLASH PINE	12-14' Ht. / >4" Cal. Min.	Canopy	1.0	158.0
	39	QV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	14-16' Ht. / 6-8' Sprd. / >4" Cal. Min.	Canopy	1.0	39.0
	12	TD	TAXODIUM DISTICHUM	BALD CYPRESS	12-14' Ht. / 5-6' Sprd. / >4" Cal. Min.	Canopy	0.5	6.0
TOTAL TREES PLANTED = 405 TREES CANOPY TREES PLANTED = 313 TREES							TOTAL TREE CREDITS PLANTED	
							447.0	

*SITE PLAN ENGINEERING AND TREE SURVEY PROVIDED BY ENGLAND, THIMS & MILLER, Inc.

GENERAL NOTES

- It is expected that appropriate substitutions of plant material with the intent to improve the quality and appearance of the project relative to the availability of material and freeze considerations meet with the approval of the Landscape Architect.
- All the areas indicated to receive sod on the plans shall be verified on plan and on site. Extra sod to complete the project shall be the responsibility of the Landscape Contractor.
- It is the responsibility of the Landscape Contractor to follow all guidelines set forth in the Landscape Specifications as provided. All plant material shall be Florida Grade #1 or better (Florida Fancy) as described in "Grades and Standards for Nursery Plants".
- All specimen trees must meet the specifications provided in the plant schedule and plans. The Landscape Architect prior to planting must approve any substitutions for Specimen Trees.
- Contact the Landscape Architect for any major site changes or conditions that alter landscape beds or berming areas.
- Refer to the LANDSCAPE PROJECT MANUAL for detailed specifications pertaining to the methods and materials for landscape installation as per the Plan.

TREE SPADE CONTRACTOR IS RESPONSIBLE FOR:

- Location and verification of all existing underground utilities in the vicinity of proposed tree plantings prior to placement of any trees requiring the use of a tree spade for installation.
- Coordination with respective utility contractors and/or locators involved with the project.
- Scheduling proposed tree spade installations as proposed on the plans prior to installation of concrete flatwork and/or other impassable structures.
- Replacement of any tree that has died due to transplanting, as directed by the Landscape Architect, Owner and/or Owner's representative.
- Initial fertilization, soil amendment and watering of all spaded trees, as well as ongoing water and fertilizer applications until Final Acceptance.

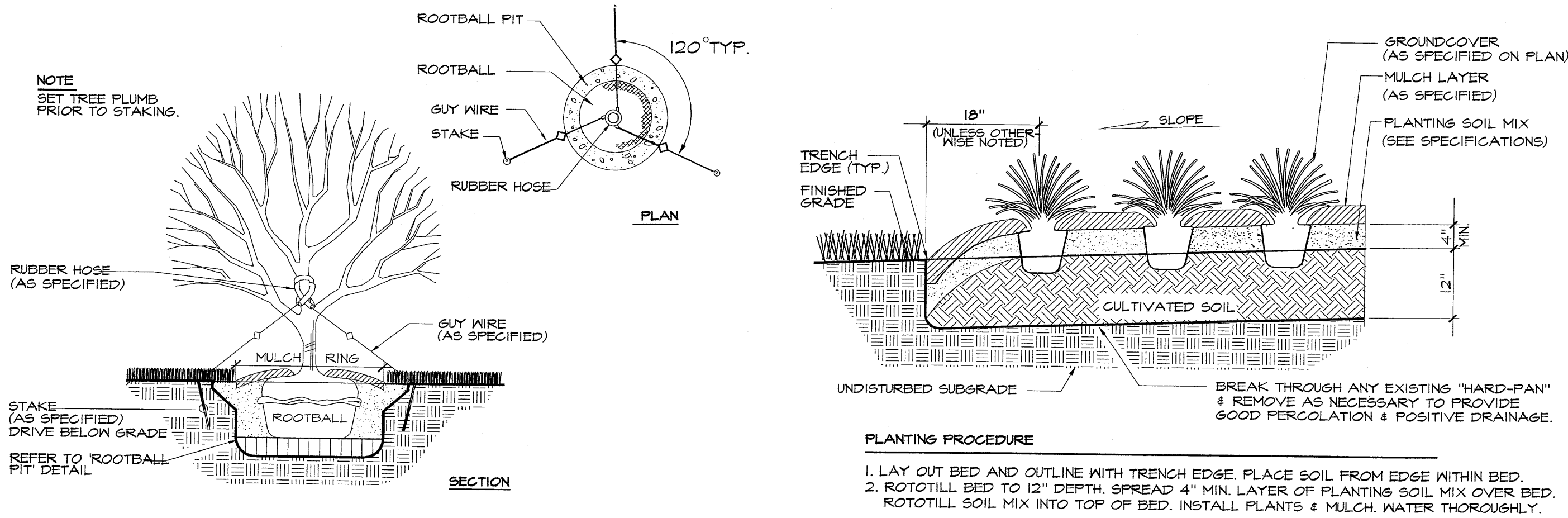
LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR:

- Initial watering in and guarantee all other trees, shrubs and groundcovers, as per Landscape Specifications.
- Providing mulch, peat, potting soil, and/or fertilizer on site as directed by plans, specifications and/or as directed by the Landscape Architect.
- Providing positive drainage of all planting areas around buildings, parking islands and other areas negatively impacted by poor surface drainage. This note covers all areas within the limits of work, but not specified on civil engineer's plans or landscape grading plans.

IRRIGATION

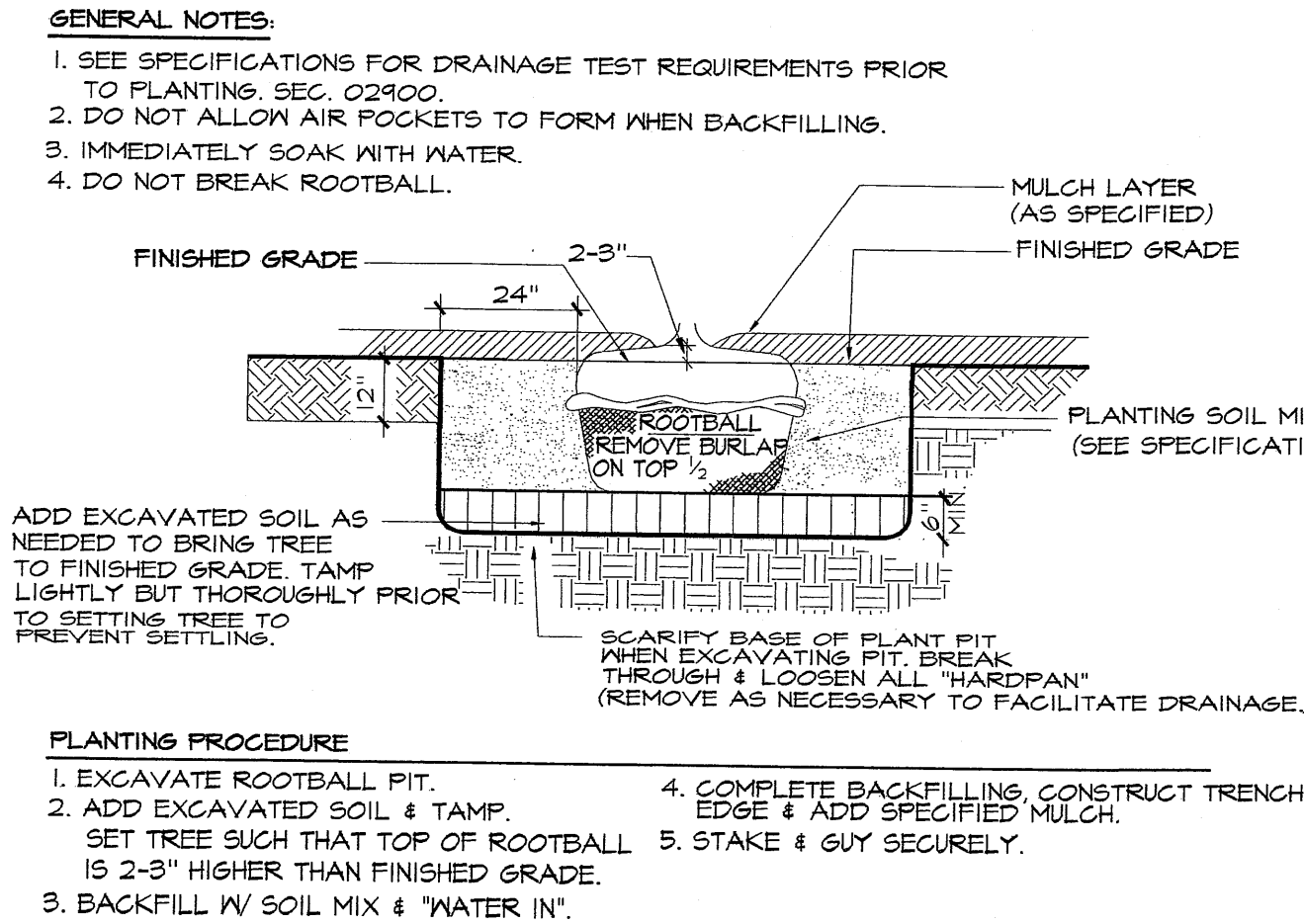
- Owner to supply electrical power to controllers and pumps. SEE IRRIGATION PLANS FOR WELL, PUMP & CONTROLLER LOCATIONS.
- The Irrigation Contractor is responsible for 100% coverage for all proposed planting beds, parking islands, and sodded areas as shown on plans. Irrigation Contractor is required to identify and report any discrepancies between the plans and existing conditions on site to the attention of the Landscape Architect.
- The irrigation sleeving is to be provided by the General Contractor unless otherwise noted in the Plans and Specifications, or unless otherwise directed.
- The Irrigation Contractor is responsible for identifying the location of any existing, active utilities in the area. The Irrigation Contractor will be responsible for the repair of any utilities damaged during the installation of the irrigation system.
- The Irrigation Plan is schematic in nature and does not reflect all existing features particular to the site. As such, the Contractor shall make any necessary adjustments in the proposed irrigation system to avoid damage to any existing structures, paving, and/or utilities.
- The Irrigation Contractor shall be responsible for complying with all prevailing local codes and ordinances governing the installation of the Work under this contract.
- All work adjustments and inspections shall be subject to the approval of the Landscape Architect.

DETAILS & CALCULATIONS



A SMALL CHARACTER TREE STAKING AND GUYING
N.T.S.

B GROUNDCOVER PLANTING
N.T.S.



C TYPICAL TREE ROOTBALL PIT
N.T.S.

D HEDGE PLANTING (SINGLE ROW)
N.T.S.

- The Irrigation Contractor shall be responsible for all materials and labor to full execute and guarantee, as required, the total work shown on the plans in accordance with the Specifications and instructions from the Landscape Architect, Owner and/or the Owner's representative.
- The Irrigation Contractor shall verify all plan quantities to assure adequate installation of the system. The Irrigation Contractor to provide the Owner a complete and detailed set of "as-built" drawings at the completion of the Work. The Landscape Architect shall make base plan information available to the Irrigation Contractor for this purpose.
- The location of the automatic controller is generally indicated on the plans. The Irrigation Contractor shall stake or flag their proposed location prior to installation. It will be necessary for the Irrigation Contractor to obtain prior approval from the Landscape Architect and/or Owner before installation of the automatic controller.
- Pipe, valve and irrigation head locations as shown on the plans are schematic in nature. The Irrigation Contractor shall locate all heads and lines in such a way as to cause the least conflict with the proposed locations of plant material, existing conditions and other site elements.
- The Irrigation Contractor shall adjust the radius and arc of each head to minimize overthrow and to eliminate dry spots for any turf or planted areas. The Irrigation Contractor shall insure the proposed irrigation head types match landscape layout. The Irrigation Contractor shall pay particular attention to preventing "overthrow" onto adjacent sidewalks, while still providing 100% coverage of all landscaped areas, as required by the Specifications. The Irrigation Contractor shall be responsible for the supply and installation of additional heads needed to cover any dry spots or due to slight variations from the plan. The location and arrangement of these heads shall be subject to the approval of the Landscape Architect.
- The electric supply will be stubbed out at the Master Controller by others. The Irrigation Contractor shall be responsible for all electrical connections from central valves to the controllers.
- The Irrigation Contractor shall be responsible for verification of adequate pressure and gallonage from existing water source. Water source to be determined by the Owner or the Owner's representative. The Irrigation Contractor shall be responsible for all connection to existing water supply as generally shown on Irrigation Plans.

NO.	DATE	DESCRIPTION	BY
1.	09-21-04	Revised Buffer Manual Plantings	JCC
2.	12-14-04	As per SIC Development Services	JCC
3.	01-21-05	As per SIC Development Services	JCC
4.	04-01-05	As per SIC Development Services	JCC

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MURA BELLA

A Development by: Wood Development

St. Johns County, Florida

AMENITY CENTER LANDSCAPE PLAN SUMMARY & NOTES

BASHAM & LUCAS

DESIGN GROUP, INC.

PLANNING • ARCHITECTURE • LANDSCAPE

7645 GATE PARKWAY #201
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 FAX (904) 731-2699
E-mail: TheGroup@Bashamdesign.com
Lic. Nos.: AA26000586 • LA00000600

ARCHITECT

DESIGNER

DRAWN BY
JCC

CHECKED BY
CSD

DATE
01-14-05

JOB NO.
03-79A

SHEET NO.
LS-2

Non-DRC Site Plan (NDRCSTPL) REVIEW

FEE: \$75.00 – w/Fire \$100.00

RECOMMEND BY: Allison Hartnett

DATE: / /

NAME OF PROJECT: _____

of Site Plans Required: 2

ROUTE TO THE FOLLOWING:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application Rev. Manager | <input type="checkbox"/> Environmental Health |
| <input checked="" type="checkbox"/> Environmental | <input type="checkbox"/> Fire Services |
| <input type="checkbox"/> GIS | <input checked="" type="checkbox"/> Historical |
| <input type="checkbox"/> Office of Attorney | <input checked="" type="checkbox"/> PNZ |
| <input type="checkbox"/> Transportation/Concurrency | <input checked="" type="checkbox"/> Technical |
| <input type="checkbox"/> Building | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Other: _____ | |

SITE PLANS MUST INCLUDE THE FOLLOWING

(Regardless of Existing or Proposed)

1. Project Boundaries
2. Location & number of parking spaces
3. Location, Size & Use of Building(s)
4. Major Access Road



St. Johns County Development Review

Application for:

Date

Property Tax ID No

Project Name

Property Owner(s)

Phone Number

Address

Fax Number

City

State

Zip Code

e-mail

Are there any owners not listed?

☐ No

☐ Yes

If yes please provide information on separate sheet.

Applicant/Representative

Phone Number

Address

Fax Number

City

State

Zip Code

e-mail

Property Location

Major Access

Size of Property

Cleared Acres (if applicable)

Zoning Class

No. of lots (if applicable)

Overlay District (if applicable)

Water & Sewer Provider

Future Land Use Designation

Present Use of Property

Proposed Bldg. S.F.

Project Description (use separate sheet if necessary)

Please list any applications currently under review or recently approved which may assist in the review of this application including the name of the PUD/PRD:

I understand that reasonable inspections of the subject property may be made as part of the application review process. I understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the County considering the Land Development Code, Comprehensive Plan, and other applicable regulations.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Signature of owner or person authorized to represent this application:

Signed By

Printed or typed name(s)

Revised December 22, 2011

3.

First Place Fitness Equipment
 10290 Philips Hwy. Ste. 1
 Jacksonville, FL 32256
 Phone: 904.998.0738
 Fax: 904.998.0739
 Trevor Skanes
tskanes@1pfe.com



Murabella
 101 E Positano Ave, St. Augustine, FL 32092

Date
 9/1/2021

Description

True Palisade Stair Climber with Emerge Console: AC motor ensures durability, low noise, and smooth motion
 Step-up assistance with both rear steps and integrated side pegs, plus dipping handrail

Qty	Price	Total
1	\$10,130.00	\$10,130.00



Sub Total	\$10,130.00
Discount	-\$3,697.45
Freight	\$150.00
Install	\$200.00
Subtotal	\$6,782.55
Tax	\$0.00
Total	\$6,782.55

Terms: 50 % Deposit with Order, Balance on Complete Installation
 To accept this proposal please sign below:

PALISADE CLIMBER

Offering a premier double-braking system, best-in-class serviceability and versatile ease-of-use, TRUE's Palisade Climber has been crafted to be rich in experience and easy to service. An exceptional solution for your club.

DOUBLE-BRAKING SYSTEM

One brake keeps the product from over speeding, the other brake locks down the steps when the machine is not in use.



SLEEK
DESIGN



BIGGER
STEP



SWEAT TRAY
(OPTIONAL KIT)

PHOTO-INTERRUPT SAFETY SENSOR

locks the mechanical brake if any unsuspecting item breaks the plane of the sensor.

SPECIFICATIONS

DIMENSIONS (L X W X H)

60.4" x 31.5" x 87.5" / 153.4 cm x 80 cm x 222.3 cm

STEP DIMENSIONS (L X W X H)

8" x 11.2" x 20" / 20.3 x 28.4 x 50.8 cm

STEP-UP HEIGHT

13.3" / 33.7 cm

CONSOLE OPTIONS



ENVISION



SHOWRUNNER



ENVISION II
9" Touchscreen



EMERGE II

FEATURES

- More square inches per step than similar products in the industry
- Step-up assistance (rear steps, integrated side pegs, dipping handrail)
- Double-Braking System
- Fixed transportation wheels are adjustable
- Heart Rate Sensors – contact and wireless
- Person present detection provides extra safety precaution
- Photo-interrupt safety sensor (additional)
- AC Drive System provides durability
- Maximum user weight up to 400 lbs / 181.4 kg
- Resistance Level - 20
- Contact HR
- Dual Thumb switch control
- Dual bottle holders
- Easy-access front panels
- Sweat tray (optional)



PALISADE CLIMBER

TECHNICAL SPECIFICATIONS	Power Source	120V & 220V w/ step-up and step-down transformers
	Cord Length	12' / 3.7 M
	Drive System	AC Drive system
	Resistance Source	Double-Braking System
	Resistance Levels	20
	Contact HR	Contact & Wireless
	Frame Construction	Anti-rust design with sweat prevention
	Sweat Tray	Optional
	Step up platform	Rear, Side, & Dipping handrail
	Safety System	Additional Photo-Interrupt Safety Sensor
	Quick Access Control	(1) Resistance Level thumb switch (Left) and (1) Stop/Pause thumb switch (Right)
	Contact Heart Rate Monitoring	Yes
	Wireless Heart Rate Monitoring	Polar®
AVAILABLE CONSOLES		Envision, ShowRunner, Envision II 9", Emerge II
ASSET MANAGEMENT		EcoFit
REGULATORY APPROVALS		ETL UL1647, CSA, CE, EN957, FCC, AS4092, C-TICK
EXTRAS	Accessories	(2) Water Bottle Holders, Accessory Tray, Over Molded Reading Rack/Tablet Holder
PHYSICAL SPECIFICATIONS	Dimensions	60.4" x 31.5" x 87.5" / 153.4 cm x 80 cm x 222.3 cm
	Machine Weight	433 lbs / 196.4 kg
	Shipping Weight	540 lbs / 245 kg
	Maximum User Weight	400 lbs / 181 kg
	Step-Up Dimensions	4.2" x 5.4" x 13.3" / 10.66cm x 13.7cm x 33.7cm
	Step-Up Height	13.3" / 33.3 cm
	Minimum Ceiling Height Recommendation	10 feet
WARRANTY	Portability	Four (4) Transport Wheels
	Warranty Type	Commercial (all dues paying facilities, regardless of usage)
	Frame	Lifetime
	Parts	3 Years
	Labor	3 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



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EIGHTH ORDER OF BUSINESS

A.

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Monday, August 2, 2021 at 4:01 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
Jennifer Kilinski	District Counsel
Jonathan Johnson	Hopping Green & Sams
Jim Schieszer	RMS

The following is a summary of the actions taken at the August 2, 2021 special 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 special meeting to order at 4:01 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Vencil stated I have received feedback from residents and in summary they want to make sure whatever decision we make that going forward there is an increased focus on accountability and that we are setting realistic expectations for what is expected and that we are holding accountability with our staff and board and the vendor selected to keep those standards. People are frustrated with the level of accountability recently and they want to see improvements.

THIRD ORDER OF BUSINESS

Consideration of Client Matters & Joint Letter (HGS/KE Law)

Mr. Torres stated I put in each of your stations, the joint letter that was received a few weeks ago from Hopping Green and KE Law. The attorney that represents Hopping Green & Sams is Jennifer Kilinski, and when an individual is leaving a firm under the Florida Bar rules has the privilege to continue to represent you as a choice or you can retain the firm that was representing you. There are three choices, one is to retain the firm, retain the attorney or do an RFQ. Jonathan Johnson, representing Hopping Green & Sams is on the phone and Jennifer Kilinski representing KE Law is here.

Mr. DelBene asked who are the members of KE Law?

Ms. Kilinski stated myself, Jere Earlywine and Roy Van Wyk.

Mr. DelBene asked who is the most senior of the attorneys?

Ms. Kilinski stated Roy was practicing at HGS for 22 years.

Mr. DelBene asked would anything change in regard to our representation if we go with KE Law?

Ms. Kilinski responded no. In terms of cost we are willing to hold the same fee agreement you have had since 2018, we do have two paralegals as well as two contract attorneys and the hope is to continue to drive the price down as much as possible while still holding our ethical obligations.

Mr. Wing asked does that mean we could possibly look at lower fees at some time in the future?

Ms. Kilinski responded we are very efficiently staffed, we have three partners, a non-equity partner, two associates, two paralegals and two contract attorneys so we have a lot of folks with lower billing rates and the idea would be that any of your routine agreements we would push down to paralegals or contract attorneys who have a lower billing rate than a partner level attorney.

Mr. Del Bene asked is Sarah Warren one of the associates?

Ms. Kilinski responded yes.

Mr. Vencil asked if we go with your firm who would be attending our meetings?

Ms. Kilinski stated it would still be myself unless you wanted somebody else to come.

Mr. DelBene asked who would be the representative of Hopping Green & Sams at our meetings?

Mr. Johnson responded if you elect to stay with Hopping Green & Sams then Alyssa Willson overseen by myself would be the attorney staffing your meetings on a going forward basis.

Allyssa is a senior associate level and experienced attorney within the firm. I have been with Hopping for 30 years overseeing the CDD practice.

Mr. DelBene asked is there any particular reason we should stay with your firm?

Mr. Johnson stated we are happy to have you stay. I certainly recognize Jennifer's long association with you. We have a staff of nine attorneys and six support staff who are very well experienced, we have seen an awful lot of districts in the Jacksonville/St. Johns County market, we served them efficiently and productively. We would welcome your business, but I know you have worked with Jennifer for a long time.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor alternate no. 1 in the client matter letter was approved and the agreement with KE Law Group was approved.

Mr. Johnson left the telephone conference at this time.

FOURTH ORDER OF BUSINESS

Presentations and Q&A

Mr. Torres stated before the meeting I placed a worksheet and evaluation criteria that was approved in March or April to be used in rating the landscape providers. We can adjust the timeline since all the presenters are not here leaving more time for discussion and time for Duval and Down to Earth to arrive.

Mr. Vencil asked is this something that was approved for us to evaluate the proposals or is it binding such that whoever scores best wins the contract?

Ms. Kilinski stated it is a public bid process so the scoring criteria is the criteria that needs to be used to evaluate the proposals to make a decision. The way you come to that conclusion can be a number of different ways, it can be an active discussion, come to a consensus about how you rank each individual category and the points you want to ascribe as a board, you can do it individually then talk through it and rank them in the order that you come to a conclusion on or you can just do it on your own, Ernesto can tally it and announce the winner based on the highest score. They do need to be tallied based on this scoring criteria that was included in the public bid process.

4:15 – 4:30 Trimac Landscape

Mr. Mike [REDACTED] and Josh [REDACTED] gave their background and experience in landscape maintenance and presented their proposal for landscape maintenance with the focus of being proactive, attention to detail, communication and quality. This presentation was followed by questions by the board.

4:30 – 4:45 Duval

Mr. [REDACTED] of Duval gave an overview of their proposal and was proud of their communication and irrigation department, timely reports and proactive maintenance after which he took questions by the board.

4:45 – 5:00 Brightview

Mr. Davis, Mr. Hicks and Mr. [REDACTED] reviewed the background of Brightview and gave an overview of their approach to maintain Turnbull, a proposed schedule of maintenance activities and documentation followed by questions by the board.

5:00 – 5:15 Down to Earth

There were no representatives of Down to Earth present to give a presentation

The board discussed each proposal, equipment, budget limitations, landscape contingency, possibility of employees versus contracts, price comparison.

Mr. Torres read into the record the consensus scoring as follows: Trimac 468 points, Brightview 440 points, Duval 410 points, Down to Earth 149 points.

Ms. Kilinski stated often what we see in the transition process is your new landscaper comes and walks the property and will help you create a deficiency list so if you have a 30-45 day window you have the opportunity to cure and make sure you are getting those things done or withholding the appropriate funds if they are not getting done prior to that transition and that is something you are going to consider here. Otherwise, you are going to get change orders at the beginning of your contract saying this is deficient and it is nice to have them holding hands across that October 1st threshold.

FIFTH ORDER OF BUSINESS

Supervisors Requests and Public Comment

A resident asked did we ask any of the new proposers if there was an exit clause just in case something happens again so we know what we are up against?

Mr. Torres stated all of our contracts have that 30-day clause.

A resident stated and that was a 3-year contract.

Mr. Torres stated yes.

SIXTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 10, 2021 at
6:30 p.m.**

Mr. Torres stated the next scheduled meeting is August 10, 2021 at 6:30 p.m.

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor the meeting adjourned at 6:35 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, August 10, 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
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor
Jeremy Vencil	Supervisor

Also Present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Steve Collins	District Engineer
Jim Schieszer	Riverside Management
Erick Hutchinson	Amenity Manager

The following is a summary of the actions taken at the August 10, 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

Public Comments

Ms. Randolph stated Jamie is passing copies of aerial views of a large hole by her home and there is no sign of irrigation between the homes, there are no downspouts in the drain. This hole is 14 feet long, 7 feet wide so contrary to what was said at the June meeting about swales behind houses, there are no swales causing this problem. Duval Landscaping has to use a weed whacker to cut it they can't go over it with a lawnmower. Jamie's problem is most definitely your problem since it has been on the books since 2017 or earlier and was not resolved. We would like to see this come to a resolution, use the money in the budget to improve the perimeter of the outer

areas of the Murabella community. It is a safety issue as discussed at the June meeting about kids coming onto her property and falling into this hole. When can we expect it to be repaired? The pond banks were to be fixed in 2017 but it was dropped. I would like this done ASAP.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Manager (Presenter: Duval Landscape)

1. Inspection Checklist

Mr. ----- stated as far as the list goes the list goes the only thing I have left that I need to get taken care of are the cedars at Ragusa and I was waiting to find something the size of the ones we have now, because when they planted them they planted small ones and smaller ones will not look good. I have some being shipped to us and I will do it at one time so it is completed at the same time.

Mr. Wing stated we got a grant from the Florida Forestry Department, check with them they will probably put them in at no cost.

B. Engineer (Presenter: JMT)

1. Consideration of 2021 Consulting Engineer's Report

2. Consideration of Proposals for 2021 Pond Bank Maintenance Project

Mr. Collins stated the first thing I want to bring to your attention is that for the specific areas of the pond banks that had been brought to our attention the largest pond in the center of Murabella we sent an RFP to repair the pond banks of almost 3,000 linear feet. We sent it to nine companies, gave them two weeks to respond and we received two responses. One from Solitude Lake Management their response was not what we had asked for, they proposed another solution, which was something they call a dredge sock. We asked to have some of the fill brought in because the slopes are fairly steep and grade them back to what they were per plan, which is a four to one slope and put geoweb soil stabilization matting down and the put sod on top of that. They proposed a dredge sock where they would dredge the bottom of the pond and put this vegetative material down and they had photos on their website and it looked nice but it would probably have a smaller footprint in terms of how much of the common space would be disturbed but it is not what we asked for and it is also fairly expensive. The other response was from Boudreaux's Pro Grade and some of our construction folks have worked with this firm before and recommended them. They

recommended importing fill up to 1,400 cubic yards that seemed reasonable, putting geogrid down and St. Augustine sod and their bid was \$126,000, which surprised me because that is less than \$50 per linear foot, which is far less than we normally see for this type of work. I recommend that the board if you are able to, contract with Boudeaux to repair that particular pond.

The other thing I want to bring to your attention is for the master trust indenture we put together that report for that purpose and everything was in good working order. I did an inspection of all the amenities and facilities, ponds and found a number of things I did not want to include in that report because there was no time for you to review or repair. Something to bring to your attention is that 11 out of 21 ponds do have some bank erosion and I think that is something that will have to be addressed eventually. It is not an issue now but in a lot of cases there is a vertical bank, some only 6" in some cases 12-18" and that is going to get worse over time. A lot of these things can be monitored but it is something that needs to be on the 10 or 15 year look ahead to do these repairs. If anything, just because it is a liability issue where the intent of the pond banks is to be four to one and that is a safety issue.

I didn't walk the perimeter of all the ponds, but if you would like me to put this into a report with some recommendations, I would be happy to do that. Apart from this singular location you recommended to me and I got the bid for, I did notice on the pond just northeast of Bellagio Drive there is about 75-feet of bank failure and the whole pond bank is falling apart and that seemed pretty severe.

I also noticed on Murabella Parkway and Positano Avenue the bank has eroded to the point that the outlet structure is completely undermined and if you don't repair the bank, the structure is going to collapse and you would have to repair the structure and it would be more expensive.

I also noticed a small sinkhole by the small pond in the middle of a common areas that seems to be caused by a broken pipe. I'm not sure if you have maintenance staff able to fix that kind of thing or if we have to put that in a repair work order with a contractor.

Mr. Wing stated I suggest we discuss at a future meeting having vegetation around the ponds that are just starting to show erosion, which seems like a better solution.

On MOTION by Mr. Wing seconded by Mr. Vencil with all in favor the proposal from Boudreaux's Pro Grade, LLC in the amount of \$125,964.20 was approved with a start date of mid-November and district counsel was authorized to prepare an agreement for this work.

On MOTION by Mr. Wing seconded by Ms. Burks with all in favor the fiscal year 2021 Consulting Engineer's Report was accepted.

FOURTH ORDER OF BUSINESS

**Acceptance of Fiscal Year 2020 Audit Report
(Presenter: Ernesto Torres)**

Mr. Torres stated it is a clean audit with no prior year or current year findings or recommendations.

On MOTION by Mr. Wing seconded by Ms. Burks with all in favor the fiscal year 2020 audit was accepted.

FIFTH ORDER OF BUSINESS

**Public Hearing Adopting the Budget for
Fiscal Year 2022 (Presenter: Ernesto Torres)**

Mr. Torres stated it has been many years since this board had an assessment increase. In FY21 the assessment was \$1,126,149, board approved \$1,277,211 for FY 22, an increase of approximately 12% from last year. There were several line items in the administrative budget to accommodate additional meetings, the other adjustments were under landscaping due to the contract we signed with Trimac. There was a marginal increase to the amenity management line items that is 3% or less. After board discussion I will look for a motion to open the public hearing.

Mr. Wing asked for supervisors offering budget amendments is this the time or after the hearing?

Mr. Torres stated I recommend you listen your constituents and see how they feel about what you are proposing.

On MOTION by Mr. Wing seconded by Ms. Burks with all in favor the public hearing was opened.

There being no public comments,

On MOTION by Mr. Vencil seconded by Mr. Wing with all in favor the public hearing was closed.

Mr. Vencil stated a lot of the administrative increase is based on a proposal I made to go to monthly meetings due the size of our district, involve more public participation, would coincide with the HOA meetings and be more productive.

Mr. Wing stated given the other needs we have I can't justify the \$28,000 for admin, which works out to roughly \$29 per household. We have seven meetings now, we have the ability to have special meetings, which probably would not cost us as much because those are covered in the GMS contract and depending on the reason for the meeting, we may not need the lawyer or engineer. I suggest taking \$10,000 out of the \$28,000 put it into landscape where we are short and the balance be used to reduce the budget and the amount of extra assessments to households.

Mr. Vencil asked should we go with the increase in capital reserve contribution? What would the extra contribution to the capital reserves gain for us?

Ms. Burks stated a lot of these ponds need work done and we need the money to do that. We need a long-term fix so that we don't kick the can down the road.

Mr. Labanowski asked can we reduce the printing and binding line item?

Mr. Torres stated we can reduce that line by half. There are things that have to be printed.

Mr. Labanowski stated I would like permission to go to the HOA to ask for \$9,000 for events.

Mr. DelBene stated yes if they can afford it.

Mr. Wing stated in order to cover the additional \$29,000 in new landscape maintenance contract, we will take the \$28,000 for the extra meetings and \$1,000 from landscape contingency.

Mr. DelBene stated I propose that we put \$50,000 in the reserve for pond repair per year every year. This year I want to drop it \$66,832.

Mr. Torres stated there are some increases under admin that I would like you to consider and that is I suspect you are going to receive additional billing from the engineering firm. During this past year we changed engineering firms and with the work being done with the pond banks and perhaps other projects I would like to have an additional \$3,000 to the budget line and go from \$13,000 to \$16,000. Also, we budget \$5,600 for payroll and we are currently at \$6,400 even though the special meetings are included in the GMS contract, the supervisors are still paid. I would like to increase that to \$6,400. That leaves \$4,000 remaining from the \$28,000 that you can add to holiday decorations or reduce the assessments.

Mr. Wing stated I would put it in reserves. If we were to do Chris's proposal to decrease the contribution to the capital reserves by \$66,832 the assessment would go from \$167 per household to \$99 per household, but I'm not in favor of dropping the reserves.

Mr. Vencil stated I would like to hear public comments on the proposal of taking the \$28,000 from admin to have monthly meetings.

Mr. Torres stated I calculated the capital reserves at \$245,986 lowered the assessment by \$66,833, added the 6% we pay to the county to collect and it brings the total assessment to \$1,283,000 divide that by your total homes and that gives you \$1,337 and that is my guess and right now you are at \$1,416.

On MOTION by Mr. DelBene seconded by Ms. Burks with all in favor the public hearing was opened.

A resident asked a couple years ago didn't we make the ponds a line item that they would be prioritized every year and do the worst ones first?

Mr. Wing stated yes.

A resident stated then I don't understand the problem. One problem is we don't have a contractor to do it.

Mr. Wing stated the money set aside for the ponds was not sufficient.

Mr. DelBene stated for the first three years there were large installments and that is how we can fund what we are currently talking about with the geoweb. After the third year the capital reserves for each successive year comes to about \$15,000, \$16,000 and \$17,000 and that is all that is allowed for pond banks for that year. We would have to wait 2 decades to do one pond, that is why we are talking about increasing pond bank reserves. It is either that, bond or special assessment. Right now the capital reserve study does not account for doing 11 ponds with \$17,000 per year.

A resident stated I have a comment on behalf of the HOA board, we all would like to see the CDD board meet more frequently regardless of the increase in the cost. Every homeowner I have talked with has stated their frustration in how slow the CDD board performs. With meetings becoming more frequent they would be able to have more action more frequently to vote and pass things. Just like we are seeing now where you are having issues on needing another quote or having a decision made and this would not be pushed to September but October to finally decide

on issues regarding your budget that is supposed to be happening right now. That increase we are in favor of, but on the other hand the pond bank issue and the increase and any cost for that I think that needs to be tabled for further discussion or at least a remedy sought out with the developers of the community first and see if there is a class action lawsuit. I'm not sure we pursued any kind of lawsuit in that regard or meeting with the county because they approved the plans and permitting for the neighborhood and if there is any action we can do from there and if we can get funds returned to us because the community has invested in our CDD bonds and stuff like that maybe we have some opportunities to pay for these expenses versus getting a new CDD bond in general for the entire neighborhood.

Mr. DelBene stated in order for the board to refinance the CDD's debt part of the agreement is they had to release the developer of all liability so there is no such thing as going after them anymore. That is not an avenue we can pursue.

A resident asked is there a remedy through the county?

Mr. DelBene stated unfortunately you can't do down that road.

A resident stated the county should be held accountable for approving things that were not up to code.

A resident stated I support you meeting more often, but from a bureaucracy level because I have been on this call for an hour and 43 minutes, I haven't heard a lot of action items and to increase the frequency of meetings to discuss what happened in the past or what people would like to see happen and then meeting adjourned and nothing is accomplished, that I don't support. I don't feel like I received anything. I brought up an issue about the quality of these meetings that I'm experiencing now and you are ready to move on. If that is how this is to go every month, then I don't support that.

On MOTION by Mr. Labanowski seconded by Ms. Burks with all in favor the public hearing was closed.
--

A. Consideration of Resolution 2021-06 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2022

Mr. Wing moved to approve Resolution 2021-06 adopting the budget as amended, adding \$6,400 in supervisors fees, \$16,000 engineering, \$350,698 landscape maintenance, capital reserves from \$312,000 to \$316,000.

Mr. DelBene stated just to confirm we can still make additional motions afterwards to change things.

Mr. Wing stated yes.

Mr. Torres asked changing the budget line totals?

Mr. DelBene stated, no to what you did earlier with your math.

Mr. Wing stated Chris can make a motion to reduce the amount going into reserves and reduce assessments or put it someplace else. We can still to that, yes?

Ms. Kilinski asked do you mean tonight?

Mr. Wing stated yes, before we do a final vote.

Ms. Kilinski stated yes.

Mr. Wing stated we are still shaping the budget internally, it can't go higher it can go lower.

Mr. DelBene stated I'm going to piggyback on Brian's motion and make a second motion, everything that Brian said, all your math, minus my reduction in capital reserves. That's my motion.

Mr. Wing stated I don't think we are all in agreement with everything in that motion, which is why I'm suggesting we do it separately.

Ms. Kilinski stated we can also come to consensus before you take the final vote.

Mr. Torres stated talk to each other, come to consensus and let's agree on one motion.

Mr. Vencil stated we have two motions right now.

Mr. Torres stated two thoughts. What Chris is proposing is to encourage Brian to amend his motion and reduce capital reserves to the amount of \$245,986, that would reduce the increase to about 7%.

Mr. Wing stated I accept that amendment.

Mr. Torres stated Brian's motion is changes as said and reducing the capital reserves to \$246,986.

Ms. Burks seconded the motion as amended.

Mr. Vencil stated my motion would be to leave the budget as published with Chris' proposed reduction to capital reserves.

Mr. Torres stated I have a motion and a second, we are in discussion. You can bring your motion if this motion fails. We have a motion with the changes as described. Is there any further discussion on the motion that is on the table?

Mr. Vencil stated I think that the last conversation is never more productive. That is my position. My position on that motion is that I feel less conversation is never more productive, more conversation, more collaboration is always more productive. That is my opinion on that motion.

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

B. Consideration of Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2022

Mr. Torres stated Resolution 2021-07 imposes special assessments and certifying the assessment roll for fiscal year 2022. The assessment roll will be attached to this resolution and provided to the county for the tax collector to process. It requires the resolution to be approved by the board

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor Resolution 2021-07 was approved.

Mr. Wing asked what is the total increase?

Mr. Torres stated it is a 7.2% increase, the assessment amount is \$1,207,047 and \$1,338.96 per household. There is a collection fee of \$77,010.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2021-08
Awarding Landscape and Irrigation
Maintenance Services Contract**

Ms. Kilinski stated next is the resolution awarding your landscape and irrigation maintenance services contract. At the meeting last week the board met to discuss and rank and

ascribe points to the four landscape proposals that you had that were deemed responsive. This resolution essentially wraps up what you did at the last meeting, makes findings regarding the reason for the RFP, the points ascribed and awarding the contract to the number one ranked proposer Trimac. As we discussed at that meeting to the extent you are not able to successfully negotiate a contract with Trimac then you would move to the number two ranked proposer. That would be highly unusual given that the contract is part of the RFP package including fines, fees, penalties were included within that contract that you approved.

Mr. Vencil stated I want to make sure that we clarify what the penalties included in the contract are for unsatisfactory service.

Ms. Kilinski stated there are two different ways to think about the contract, one is that the contract has a \$100 per day penalty fine for failure to perform services that they have been notified of deficiencies for. Let's say day one there is six beds that need to be weeded and then you have 72 hours to perform, they don't do that, you can start doing \$100 per day every day after that they fail to perform. The second way to think about the contract is documentation matters so to the extent we have documentation that demonstrates their failure to perform on a monthly basis we can withhold the funds that would otherwise be produced to them pursuant to their contract as a means to get them to perform those services and we have to take remedial action to correct those deficiencies you can withhold those funds to pay a contractor to fix those issues upon proper notice.

As you know we haven't enforced that, but a lot of it is because it doesn't always get done faster either.

Mr. DelBene asked in regard to Jeremy's question the \$100 per day, is that a standard term that you include in contracts or have you seen it higher, have you seen it lower? What is your experience?

Ms. Kilinski stated it is typical in the landscape contracting context to have \$100 per day penalty. The risk of doing anything higher is that your RFP responses are going to be significantly higher so instead of saying you have penalty of \$500 per day you will see your RFPs come back at \$450,000 instead of \$350,000. That tends to be the sweet spot in getting people to say, I understand you mean business but if we are penalized it is not going to cost me an arm and a leg.

Mr. Labanowski asked if they can't perform due to an issue with the weather how can we go after them?

Ms. Kilinski stated there is provision in the contract for rain days and if there are rain days that result in their failure to be able to perform they are supposed to notify the district. For example if they are not suppose to mow on Sundays they would reach out and say we had a rain day can we make it up on Saturday or Sunday and typically we would say yes or no because of a special event or something like that.

Mr. Labanowski stated if they didn't do it we could go after more than \$100 per day.

Ms. Kilinski stated the way the way you would hold funds under the contract is that you provide a deficiency notice. We did it here with Duval. Let's say the landscape amount would be \$5,000 we would notify them of the routine deficiency, their failure to perform, you say we are going to withhold that \$5,000 because we are seeing it may cost us more than that to remedy the situation that is onsite. You start retaining money, you might get supplemental proposals to do the work if they are not being responsive to you then you typically go out to RFP.

On MOTION by Mr. Labanowski seconded by Ms. Burks with all in favor Resolution 2021-08 was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports (Part 2)

A. Attorney – (Presenter: Jennifer Kilinski)

There being none, the next item followed.

B. Manager – (Presenter: Ernesto Torres)

1. Discussion of Fiscal Year 2022 Meeting Schedule

On MOTION by Mr. Labanowski seconded by Mr. DelBene with all in favor the fiscal year 2022 meeting schedule reflecting the following dates was approved: November 9, 2021, January 11, 2022, March 8, 2022, May 10, 2022, June 14, 2022, August 9, 2022 and September 13, 2022.

Mr. DelBene asked who is in charge of mailing out the CDD notices for the meetings to the community?

Mr. Hutchinson stated I am.

Mr. DelBene asked can we get that done 5 to 10 days before the meeting?

Mr. Hutchinson stated yes. The only reason way I do it that way is so it is fresh in people's minds, but I can whatever you want.

Mr. DelBene stated try to do it five days before the meeting.

Mr. Vencil stated the website is not up to date. The documentation, we had another board's notice on it.

Mr. Torres stated we got that fixed fairly quickly.

Mr. Vencil stated we also don't have meeting minutes.

Mr. Torres stated the June meeting minutes have to be approved before they are put on the website. It is on the agenda to be approved today.

C. Operation Manager – (Presenter: James Schieszer)

1. Memorandum

Mr. Labanowski asked about the slide for San Marino.

Mr. Schieszer stated the slide was approved in the amount of \$2,500 and it came back at \$3,800 and we need an approval for that. It went up because of installation. The slide design was changed, we are going to a straight slide, which is much cheaper, but the installation is more expensive. They are going to pull out the pad, put in a new pad, etc.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the increase of \$1,300 for the installation of the slide was approved.

Mr. Schieszer gave an overview of the memorandum, copy of which was included in the agenda package.

2. Consideration of Water Fountain Proposals

Mr. Vencil stated these are the same fountains we looked at before. I thought we were going to find a cheaper alternative. Did we get warranty information?

Mr. Labanowski stated we decided we don't need it to be refrigerated.

Mr. Hutchinson stated I think the warranty was a year but I can't guarantee if that is accurate or if it covered everything. There were hidden fees such as transportation, delivery, in

some of them but with Global Industrial it is all upfront, what you see is what you get as far as the price, where other sites nickel and dime you with other costs.

On MOTION by Mr. Wing seconded by Mr. Vencil with all in favor staff was authorized to purchase and install a water fountain in an amount not to exceed \$1,500.

3. Duval Audit Reports

A copy of the Duval audit reports was included in the agenda package.

D. Amenity Center Update (Presenter: Erick Hutchinson)

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor the agreement with Gift of Dance was approved.

Mr. Hutchinson stated I would personally like to remove two River Birch Trees by the pool area, they are dropping leaves in the pool and put trees in another area to replace them.

Ms. Kilinski stated there are tree planting requirements. We have had problems with the county approving birch removal at several communities. I recommend you call the county and find out what the cost for the tree exchange will be, but the county is extremely strict and they can fine you if you remove them without a tree planting plan.

Mr. Hutchinson stated I have been in discussion with Ancient City Soccer, they would love to cut us a check for \$4,000 and I'm also in discussion with Amenity Soccer to see if they will match it, but the goal is to improve the soccer field, by seeding, fertilization, or sod. They didn't say one specific thing, they just want it improved.

Mr. Labanowski stated that area is a dustbowl because of overuse and it is not given a chance to come back to life.

Mr. DelBene stated they can pay us.

Ms. Kilinski stated it is like the pool heater question we did with the swim team. You probably want a simple acknowledgement. Maybe just an email that they say, yes.

Mr. DelBene stated send an email to Amenity Services and let them know about the offer from Ancient City and ask them to let you know if they will match it.

Mr. Hutchinson stated I sent it, I just haven't received a response. To be fair it hasn't been more than three days. I have had residents ask for a stair stepper in the gym. It is the last thing that did not get replaced, it is one of the original pieces.

Mr. DelBene stated there is no budget for it and it is not on the capital reserve list, but you could put together some product information and the cost.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests and Public Comments

A resident stated I want confirmation of when the new landscape company will start.

Ms. Kilinski stated October 1st.

Mr. Vencil stated we actually had action on a lot of things we had not made action on so I appreciate the action this stuff. Let's continue to be proactive. I appreciate the efforts of staff, Jim is up to speed now and taking charge of stuff and I appreciate how hard you have been working to try to get the landscaping under control. I appreciate all the events you put on so far this year, a lot of positive feedback on that. Thank you.

Mr. Labanowski stated you may want to include because I don't think it is clear, I would like to see in the reserve study an item to include the clearing of the drainage. That is going to be an expensive job and something that should be in the reserve study. The drainage between Pescara and Mirror Lakes. That affects the preserve area that affects the homeowners who back up to that preserve. If the water doesn't drain out of the property they go underwater.

Mr. DelBene asked Ernesto will you add that to the agenda for the next meeting?

Mr. Torres stated do you want to update the capital reserve?

Mr. DelBene stated I do not want another reserve study.

Mr. Labanowski stated something has to be done on a regular basis, it is not a one-time shot.

Mr. DelBene stated I think it would be better as a yearly budget item.

Mr. Labanowski stated let's wait until October and get a price from Trimac.

Ms. Burks stated I truly appreciate all the hard work and I know the transition of Jerry being gone and I want to say thank you and welcome aboard.

NINTH ORDER OF BUSINESS

Approval of Consent Agenda (Presenter: Ernesto Torres)

A. Approval of Minutes of the June 8, 2021 Meeting

- B. Balance Sheet as of June 30, 2021 and Statement of Revenues & Expenditures for the Period Ending June 30, 2021; Month-to-Month Income Statement; Assessment Receipt Schedule**
- C. Approval of Check Register**
- D. Ratification of Agreement with First Coast Mulch for Installation of Landscape Mulch**

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

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor the agreement with First Coast Mulch was ratified.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – September 14, 2021
at 6:30 p.m.**

Mr. Torres stated the next scheduled meeting is September 14, 2021 at 6:30 p.m.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Turnbull Creek

Community Development District

Unaudited Financial Reporting
July 31, 2021

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

	<u>Governmental Fund Types</u>				
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Reserve</u>	<u>Totals (Memorandum Only)</u>
<u>Assets:</u>					
Cash - Wells Fargo	---	---	---	\$371,921	\$371,921
Cash - Hancock Bank	\$167,615	---	---	---	\$167,615
<u>Investments:</u>					
Investment - SBA	\$42	---	---	---	\$42
Investment-General Account	\$466,548	---	---	---	\$466,548
<u>Series 2015 A1-A2</u>					
Revenue	---	\$228,787	---	---	\$228,787
Reserve A1	---	\$388,506	---	---	\$388,506
Reserve A2	---	\$106,794	---	---	\$106,794
Prepayment A1	---	\$518	---	---	\$518
Prepayment A2	---	\$1	---	---	\$1
Construction	---	---	\$1	---	\$1
COI	---	---	\$2,742	---	\$2,742
<u>Series 2015 B1-B2</u>					
Revenue B	---	\$29,287	---	---	\$29,287
Reserve B1	---	\$31,828	---	---	\$31,828
Reserve B2	---	\$9,554	---	---	\$9,554
Prepayment B1	---	\$2,406	---	---	\$2,406
Prepayment B2	---	\$1,634	---	---	\$1,634
Redemption	---	\$105	---	---	\$105
<u>Series 2016</u>					
Reserve	---	\$115,766	---	---	\$115,766
Revenue	---	\$60,583	---	---	\$60,583
Due From General Fund	---	\$9,659	---	---	\$9,659
Prepaid Expenses	\$4,617	---	---	---	\$4,617
Total Assets	\$638,823	\$985,428	\$2,744	\$371,921	\$1,998,917
<u>Liabilities:</u>					
Accounts Payable	\$25,159	---	---	\$0	\$25,159
Due to Debt Service 2016	\$9,659	---	---	---	\$9,659
<u>Fund Balances:</u>					
Assigned General Fund	\$61,853	---	---	---	\$61,853
Restricted for Debt Service	---	\$985,428	---	---	\$985,428
Restricted for Capital Projects	---	---	\$2,744	---	\$2,744
Nonspendable	\$4,617	---	---	---	\$4,617
Unassigned	\$537,534	---	---	\$371,921	\$909,456
Total Liabilities and Fund Equity	\$638,823	\$985,428	\$2,744	\$371,921	\$1,998,917

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

	Adopted Budget	Prorated Thru 07/31/21	Actual Thru 07/31/21	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$1,126,149	\$1,126,149	\$1,129,833	\$3,684
Interest/Miscellaneous	\$2,000	\$1,667	\$14,335	\$12,669
Amenities Revenue	\$3,000	\$2,500	\$4,322	\$1,822
Total Revenues	\$1,131,149	\$1,130,316	\$1,148,490	\$18,175

Expenditures:

Administrative

Supervisor Fees	\$5,600	\$4,667	\$4,800	(\$133)
FICA Expense	\$428	\$357	\$367	(\$10)
Engineering (Yuro & Associates, LLC)	\$13,000	\$10,833	\$13,675	(\$2,842)
Arbitrage (Grau)	\$2,400	\$2,400	\$2,400	\$0
Dissemination (GMS & Disclosure Services)	\$2,850	\$2,375	\$1,967	\$408
Trustee (US Bank)	\$14,620	\$14,620	\$13,890	\$730
Attorney (HGS)	\$47,000	\$39,167	\$29,714	\$9,453
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	\$37,500	\$37,500	\$0
Information Technology (GMS)	\$1,600	\$1,333	\$1,333	\$0
Telephone	\$450	\$375	\$780	(\$405)
Postage	\$800	\$667	\$924	(\$257)
Printing & Binding	\$1,800	\$1,500	\$1,157	\$343
Insurance (FIA)	\$9,035	\$9,035	\$8,625	\$410
Legal Advertising	\$1,400	\$1,167	\$844	\$323
Other Current Charges	\$1,000	\$833	\$666	\$167
Office Supplies	\$170	\$142	\$11	\$130
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance (GMS)	\$1,200	\$1,000	\$1,000	\$0

Administrative Expenses	\$157,053	\$133,145	\$124,827	\$8,318
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Amenity Center

Insurance (FIA)	\$16,134	\$16,134	\$14,485	\$1,649
Pest Control (Turner Pest Control)	\$3,123	\$2,603	\$1,915	\$688
Repairs & Replacements	\$36,000	\$30,000	\$41,311	(\$11,311)
Recreational Passes	\$800	\$480	\$480	\$0
Office Supplies	\$1,100	\$917	\$3,359	(\$2,442)
Other Current Charges	\$540	\$450	\$450	\$0
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$2,007	\$2,007	\$0

Utilities

Water & Sewer (STCUD)	\$10,900	\$9,083	\$9,622	(\$539)
Electric (FPL)	\$36,000	\$30,000	\$23,736	\$6,264
Telephone/Internet (Comcast)	\$3,800	\$3,167	\$3,112	\$54

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

	Adopted Budget	Prorated Thru 07/31/21	Actual Thru 07/31/21	Variance
<u>Amenity Center Cont'd.</u>				
<u>Management Contracts</u>				
Lifeguards/Pool Monitors (RMS)	\$31,245	\$20,461	\$20,461	\$0
Facility Monitor (RMS)	\$24,200	\$20,167	\$19,803	\$364
Facility Management (RMS)	\$61,000	\$50,833	\$50,833	\$0
Facility Attendants (RMS)	\$16,200	\$13,500	\$9,766	\$3,734
Field Operations (RMS)	\$51,259	\$42,716	\$42,716	\$0
Facility Maintenance (RMS)	\$49,000	\$40,833	\$40,876	(\$43)
Pool Maintenance (RMS)	\$14,317	\$11,931	\$11,583	\$348
Pool Chemicals (POOLSURE)	\$13,524	\$11,270	\$10,726	\$544
Janitorial Services (RMS)	\$9,064	\$7,553	\$7,333	\$220
Common Area Waste Collection (RMS)	\$18,300	\$15,250	\$15,250	\$0
Program Director (RMS)	\$2,575	\$2,146	\$2,146	\$0
Refuse Service (Waste Management)	\$9,840	\$8,200	\$9,204	(\$1,004)
Security - ENVERA	\$6,409	\$5,341	\$4,930	\$411
Special Events	\$9,000	\$7,500	\$5,929	\$1,571
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	\$354,541	\$358,364	(\$3,823)
<u>Grounds Maintenance</u>				
Streetlighting (FPL)	\$38,000	\$31,667	\$32,157	(\$490)
Lake Maintenance (Future Horizons)	\$14,100	\$11,750	\$11,750	\$0
Landscape Maintenance (Duval Landscape)	\$308,700	\$257,250	\$253,390	\$3,860
Landscape Contingency	\$28,000	\$23,333	\$18,850	\$4,483
Irrigation Repairs	\$6,000	\$5,000	\$7,150	(\$2,150)
Capital Reserves	\$212,819	\$212,819	\$212,819	\$0
<u>Grounds Maintenance Expenses</u>	\$607,619	\$541,819	\$536,116	\$5,703
<u>Total Expenses</u>	\$1,193,002	\$1,029,505	\$1,019,307	\$10,198
<u>Excess Revenues (Expenditures)</u>	(\$61,853)		\$129,183	
<u>Fund Balance - Beginning</u>	\$61,853		\$474,822	
<u>Fund Balance - Ending</u>	\$0		\$604,005	

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	\$19,788	\$0	\$18,188	\$0	\$0	\$0	\$1,129,833
<i>Interest/Miscellaneous</i>	\$96	\$1,001	\$51	\$2	\$4	\$10,142	\$530	\$4	\$3	\$2,502	\$0	\$0	\$14,335
<i>Amenities Revenue</i>	\$250	\$0	\$1,441	\$0	\$0	\$407	\$481	\$553	\$0	\$1,191	\$0	\$0	\$4,322

Total Revenues

\$346	\$98,447	\$330,110	\$619,234	\$39,220	\$17,894	\$20,799	\$557	\$18,191	\$3,693	\$0	\$0	\$1,148,490
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Expenditures:

Administrative

<i>Supervisor Fees</i>	\$800	\$800	\$0	\$600	\$200	\$800	\$0	\$800	\$800	\$0	\$0	\$0	\$4,800
<i>FICA Expense</i>	\$61	\$61	\$0	\$46	\$15	\$61	\$0	\$61	\$61	\$0	\$0	\$0	\$367
<i>Engineering</i>	\$688	\$500	\$0	\$375	\$438	\$0	\$0	\$5,915	\$5,760	\$0	\$0	\$0	\$13,675
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$2,400
<i>Dissemination</i>	\$167	\$267	\$167	\$167	\$167	\$367	\$167	\$167	\$167	\$167	\$0	\$0	\$1,967
<i>Trustee</i>	\$3,631	\$0	\$0	\$0	\$0	\$5,759	\$4,500	\$0	\$0	\$0	\$0	\$0	\$13,890
<i>Attorney</i>	\$1,067	\$5,346	\$1,151	\$3,985	\$1,844	\$6,348	\$1,565	\$5,201	\$3,208	\$0	\$0	\$0	\$29,714
<i>Tax Roll Assessments</i>	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Management Fees</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$37,500
<i>Computer Time</i>	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$1,333
<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	\$9	\$41	\$508	\$7	\$0	\$0	\$924
<i>Printing & Binding</i>	\$0	\$6	\$89	\$4	\$41	\$17	\$197	\$18	\$687	\$97	\$0	\$0	\$1,157
<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	\$72	\$476	\$0	\$0	\$0	\$844
<i>Other Current Charges</i>	\$53	\$93	\$125	\$45	\$163	\$36	\$50	\$44	\$12	\$45	\$0	\$0	\$666
<i>Office Supplies</i>	\$1	\$1	\$0	\$0	\$6	\$1	\$0	\$0	\$1	\$0	\$0	\$0	\$11
<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	\$100	\$100	\$100	\$100	\$0	\$0	\$1,000

Administrative Expenses

\$24,416	\$11,067	\$5,780	\$9,906	\$6,914	\$17,610	\$10,471	\$18,703	\$15,663	\$4,299	\$0	\$0	\$124,827
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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	\$194	\$194	\$194	\$194	\$0	\$0	\$1,915
<i>Repairs & Replacements</i>	\$622	\$3,455	\$2,877	\$15,197	\$4,745	\$2,904	\$5,987	\$2,068	\$2,459	\$998	\$0	\$0	\$41,311
<i>Recreational Passes</i>	\$0	\$0	\$0	\$235	\$0	\$0	\$0	\$245	\$0	\$0	\$0	\$0	\$480
<i>Office Supplies</i>	\$0	\$340	\$743	\$135	\$70	\$43	\$0	\$1,327	\$12	\$689	\$0	\$0	\$3,359
<i>Other Current Charges</i>	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$0	\$0	\$450
<i>Permit Fees</i>	\$0	\$368	\$0	\$1,289	\$0	\$0	\$0	\$0	\$0	\$350	\$0	\$0	\$2,007

Utilities

<i>Water & Sewer</i>	\$522	\$652	\$769	\$745	\$595	\$2,312	\$823	\$1,133	\$1,091	\$980	\$0	\$0	\$9,622
<i>Electric</i>	\$2,756	\$1,770	\$2,132	\$1,940	\$2,330	\$2,227	\$2,528	\$2,455	\$2,566	\$3,031	\$0	\$0	\$23,736
<i>Telephone/Cable/Internet</i>	\$307	\$307	\$307	\$311	\$313	\$313	\$313	\$315	\$315	\$315	\$0	\$0	\$3,112

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	\$1,674	\$3,958	\$5,454	\$6,825	\$0	\$0	\$20,461
Facility Monitor	\$1,824	\$1,920	\$2,000	\$2,000	\$2,000	\$2,008	\$2,003	\$2,006	\$2,017	\$2,026	\$0	\$0	\$19,803
Facility Management (5,083.33)	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$5,083	\$0	\$0	\$50,833
Facility Attendants	\$817	\$978	\$632	\$789	\$1,129	\$910	\$926	\$777	\$1,443	\$1,365	\$0	\$0	\$9,766
Field Operations (4,271.58)	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$4,272	\$0	\$0	\$42,716
Facility Maintenance (4,083.33)	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$4,126	\$4,083	\$0	\$0	\$40,876
Pool Maintenance (1,158.33)	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$0	\$0	\$11,583
Pool Chemicals (854.91 and 1399.10)	\$855	\$855	\$855	\$855	\$855	\$855	\$1,399	\$1,399	\$1,399	\$1,399	\$0	\$0	\$10,726
Janitorial Services (733.33)	\$733	\$733	\$733	\$733	\$733	\$733	\$733	\$733	\$733	\$733	\$0	\$0	\$7,333
Common Area Waste Collection	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$1,525	\$0	\$0	\$15,250
Program Director (214.58)	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$215	\$0	\$0	\$2,146
Refuse Service	\$848	\$848	\$848	\$952	\$952	\$952	\$952	\$947	\$952	\$952	\$0	\$0	\$9,204
Security - Envera (493)	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$493	\$0	\$0	\$4,930
Special Events	\$0	\$369	\$91	\$507	\$228	\$314	\$2,776	\$230	\$1,027	\$388	\$0	\$0	\$5,929
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	\$32,134	\$37,183	\$34,661	\$36,578	\$37,120	\$0	\$0	\$358,364
<u>Grounds Maintenance</u>													
Street lighting	\$3,211	\$3,211	\$3,211	\$3,212	\$3,215	\$3,215	\$3,215	\$3,216	\$3,225	\$3,225	\$0	\$0	\$32,157
Lake Maintenance (\$1,175.00)	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175	\$0	\$0	\$11,750
Landscape Maintenance (\$25,3384.88)	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$25,339	\$0	\$0	\$253,390
Landscape Contingency	\$9,680	\$0	\$2,250	\$0	\$1,715	\$0	\$0	\$300	\$4,905	\$0	\$0	\$0	\$18,850
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$6,650	\$0	\$0	\$7,150
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,819	\$0	\$0	\$0	\$0	\$212,819
<u>Grounds Maintenance Expenses</u>	\$39,405	\$29,725	\$31,975	\$29,726	\$31,445	\$29,729	\$29,729	\$242,849	\$35,144	\$36,389	\$0	\$0	\$536,116
<u>Total Expenses</u>	\$105,700	\$70,446	\$70,182	\$82,389	\$69,376	\$79,473	\$77,384	\$296,214	\$87,385	\$77,808	\$0	\$0	\$1,019,307
<u>Excess Revenues (Expenditures)</u>	(\$105,354)	\$28,001	\$259,928	\$536,845	(\$30,156)	(\$61,580)	(\$56,585)	(\$295,657)	(\$69,194)	(\$74,114)	\$0	\$0	\$129,183

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

	<i>Adopted Budget</i>	<i>Prorated Thru 07/31/21</i>	<i>Actual Thru 07/31/21</i>	<i>Variance</i>
<u>Revenues:</u>				
Interest Income	\$5,000	\$300	\$237	(\$63)
Assessments	\$985,875	\$985,875	\$989,099	\$3,225
Prepayments A1	\$0	\$0	\$0	\$0
Prepayments A2	\$0	\$0	\$0	\$0
Total Revenues	\$990,875	\$986,175	\$989,336	\$3,162
<u>Expenditures</u>				
<u>Series 2015A-1</u>				
Interest 11/1	\$172,176	\$172,176	\$172,176	\$0
Interest 5/1	\$172,176	\$172,176	\$172,176	\$0
Principal 5/1	\$435,000	\$435,000	\$435,000	\$0
<u>Series 2015A-2</u>				
Interest 11/1	\$51,181	\$51,181	\$51,181	\$0
Interest 5/1	\$51,181	\$51,181	\$51,181	\$0
Principal 5/1	\$100,000	\$100,000	\$100,000	\$0
Special Call 5/1	\$0	\$0	\$15,000	(\$15,000)
Total Expenditures	\$981,715	\$981,715	\$996,715	(\$15,000)
Excess Revenues (Expenditures)	\$9,160	\$4,460	(\$7,379)	(\$11,838)
<u>Other Sources (Uses)</u>				
Operating Transfer In (Out)	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0		\$0	
Net Change in Fund Balance	\$9,160		(\$7,379)	
Fund Balance - Beginning	\$235,202		\$731,985	
Fund Balance - Ending	\$244,362		\$724,606	

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015B1-B2
Statement of Revenues & Expenditures
For the Period ending July 31, 2021

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru</i>	<i>Thru</i>	<i>Variance</i>
	<i>07/31/21</i>	<i>07/31/21</i>	

Revenues:

<i>Interest Income</i>	\$700	\$583	\$22	(\$561)
<i>Assessments</i>	\$78,987	\$78,987	\$79,245	\$258
<i>Prepayments B1</i>	\$0	\$0	\$0	\$0
<i>Prepayments B2</i>	\$0	\$0	\$0	\$0

Total Revenues

\$79,687	\$79,570	\$79,267	(\$303)
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Expenditures

Series 2015B-1

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

Series 2015B-2

<i>Interest 11/1</i>	\$5,313	\$5,313	\$5,431	(\$119)
<i>Interest 5/1</i>	\$5,313	\$5,313	\$5,431	(\$119)
<i>Principal 5/1</i>	\$5,000	\$5,000	\$5,000	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$5,000	(\$5,000)

Total Expenditures

\$74,695	\$74,695	\$79,933	(\$5,238)
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Excess Revenues (Expenditures)

\$4,992	\$4,875	(\$666)
---------	---------	---------

Other Sources (Uses)

<i>Operating Transfer In (Out)</i>	\$0	\$0	\$0	\$0
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Total Other Sources(Uses)

\$0	\$0
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Net Change in Fund Balance

\$4,992 (\$666)

Fund Balance - Beginning

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

\$38,968	\$74,813
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Turnbull Creek
Community Development District
Debt Service Fund - Series 2016
Statement of Revenues & Expenditures
For the Period ending July 31, 2021

	<i>Adopted Budget</i>	<i>Prorated Thru 07/31/21</i>	<i>Actual Thru 07/31/21</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Interest Income</i>	\$1,900	\$1,583	\$44	(\$1,540)
<i>Assessments</i>	\$286,505	\$286,505	\$287,442	\$937
<i>Total Revenues</i>	\$288,405	\$288,088	\$287,486	(\$602)
<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	\$66,656	\$66,471	\$185
<i>Principal 5/1</i>	\$155,000	\$155,000	\$155,000	\$0
<i>Total Expenditures</i>	\$288,311	\$288,311	\$298,126	(\$9,815)
<i>Excess Revenues (Expenditures)</i>	\$94	(\$223)	(\$10,640)	
<i>Fund Balance - Beginning</i>	\$74,388		\$196,649	
<i>Fund Balance - Ending</i>	\$74,482		\$186,009	

Turnbull Creek
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For the Period ending July 31, 2021

Series 2015A-1 & A-2

Revenues:

Interest Income	\$1
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Total Revenues	\$1
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Expenditures

Capital Outlay (1) - Series 2016	\$0
Capital Outlay - Series 2015A-1-A2	\$0
Capital Outlay - Series 2015 B-1-B2	\$0
Cost of Issuance	\$0

Total Expenditures	\$0
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Excess Revenues (Expenditures)	\$1
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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	\$1
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Fund Balance - Beginning	\$2,743
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Fund Balance - Ending	\$2,744
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Turnbull Creek
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
For the Period ending July 31, 2021

	<i>Adopted Budget</i>	<i>Prorated Thru 07/31/21</i>	<i>Actual Thru 07/31/21</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Capital Reserve Funding - Transfer In</i>	\$212,819	\$212,819	\$212,819	\$0
<i>Total Revenues</i>	\$212,819	\$212,819	\$212,819	\$0
<u>Expenditures</u>				
<i>Repair and Replacement</i>	\$50,000	\$41,667	\$1,866	\$39,801
<i>Capital Outlay</i>	\$50,000	\$29,259	\$29,259	\$0
<i>Other Current Charges</i>	\$240	\$200	\$212	(\$12)
<i>Total Expenditures</i>	\$100,240	\$71,125	\$31,337	\$39,789
<i>Excess Revenues (Expenditures)</i>	\$112,579		\$181,482	
<i>Fund Balance - Beginning</i>	\$323,544		\$190,439	
<i>Fund Balance - Ending</i>	\$436,123		\$371,921	

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:	\$488,241
Reserve Fund Balance:	\$495,300
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)
Less: May 1, 2021 (Principal-A1)	(\$435,000)
Less: May 1, 2021 (Principal-A2)	(\$100,000)
Less: May 1, 2021 (Prepayment -A2)	(\$15,000)
Current Bonds Outstanding	\$10,180,000

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:	\$40,366
Reserve Fund Balance:	\$41,382
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)
Less: May 1, 2021 (Principal-B1)	(\$20,000)
Less: May 1, 2021 (Principal-B2)	(\$5,000)
Less: May 1, 2021 (Prepayment Call B2)	(\$5,000)
Current Bonds Outstanding	\$1,110,000

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:	\$114,079
Reserve Fund Balance:	\$115,766
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)
Less: May 1, 2021 Principal	(\$155,000)
Current Bonds Outstanding	\$3,438,000

**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
4/14/2021	9	43,513.79	17,315.39	5,032.02	1,387.28	19,779.10
6/15/2021	DELQ & TAX CERTS	40,012.52	15,922.13	4,627.13	1,275.65	18,187.61
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL TAX ROLL RECEIPTS		2,485,618.88	989,099.33	287,441.94	79,244.98	1,129,832.63

PERCENT COLLECTED	100.33%	100.33%	100.33%	100.33%	100.33%
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C.

Turnbull Creek

Community Development District

Check Run Summary

7/1/2021 - 7/31/2021

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>	
<u><i>General Fund</i></u>				
<i>Accounts Payable</i>	7/2/21	1379-1380	\$	14,444.10
	7/13/21	1381-1389	\$	36,797.82
	7/23/21	1390-1394	\$	26,028.25
			<u><i>Subtotal</i></u>	<u>\$ 77,270.17</u>
<i>Total</i>			\$	77,270.17

**Fedex invoices available upon request.*

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/02/21	00346	6/01/21 MURA5869	202106 330-57200-49000	JUNE PREMIUM WEBSITE FEE	*	45.00	
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001379
7/02/21	00041	7/01/21 13129560	202107 330-57200-46500	JULY POOL CHEMICALS	*	1,399.10	
				POOLSURE			1,399.10 001380
7/13/21	00088	7/07/21 75385	202107 330-57200-63100	BACKFLOW TEST 7/2/21	*	225.00	
				BOB'S BACKFLOW & PLUMBING CO, INC			225.00 001381
7/13/21	00088	7/07/21 75387	202107 330-57200-63100	BACKFLOW TEST 7/2/21	*	45.00	
				BOB'S BACKFLOW & PLUMBING CO, INC			45.00 001382
7/13/21	00371	7/08/21 0217A	202107 330-57200-49400	FACE PAINTING 7/3/21	*	250.00	
				ELIZABETH VALERIO DBA			250.00 001383
7/13/21	00016	7/01/21 278	202107 310-51300-34000	JULY MANAGEMENT FEES	*	3,750.00	
		7/01/21 278	202107 310-51300-55000	JULY WEBSITE ADMIN	*	100.00	
		7/01/21 278	202107 310-51300-35100	JULY INFORMATION TECH	*	133.33	
		7/01/21 278	202107 310-51300-31300	JULY DISSEM AGENT SRVS	*	166.67	
		7/01/21 278	202107 310-51300-51000	OFFICE SUPPLIES	*	.39	
		7/01/21 278	202107 310-51300-42000	POSTAGE	*	6.63	
		7/01/21 278	202107 310-51300-42500	COPIES	*	96.90	
				GOVERNMENTAL MANAGEMENT SERVICES			4,253.92 001384
7/13/21	00367	5/13/21 66939	202105 310-51300-31100	TOPO & TREES	*	5,915.00	
				RICHARD P. CLARSON AND ASSOC, INC.			5,915.00 001385
7/13/21	00163	6/30/21 61	202106 330-57200-34600	JUNE LIFEGUARD HOURS	*	5,454.45	
				RIVERSIDE MANAGEMENT SERVICES, INC			5,454.45 001386
7/13/21	00163	7/01/21 60	202107 330-57200-34800	JULY FAC MONITOR	*	2,016.67	

TURN TURNBULL CREEK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/21 60	202107 330-57200-34000		*	5,083.33	
		JULY FAC MANAGEMENT					
		7/01/21 60	202107 330-57200-34300		*	1,350.00	
		JULY FAC MANAGEMENT					
		7/01/21 60	202107 330-57200-34100		*	4,271.58	
		JULY FIELD OPERATIONS					
		7/01/21 60	202107 330-57200-34400		*	4,083.33	
		JULY FAC MAINTENANCE					
		7/01/21 60	202107 330-57200-46400		*	1,158.33	
		JULY POOL MAINT SRVCS					
		7/01/21 60	202107 330-57200-34200		*	733.33	
		JULY JANITORIAL SRVS					
		7/01/21 60	202107 330-57200-34900		*	1,525.00	
		JULY COMMON AREA WASTE					
		7/01/21 60	202107 330-57200-34700		*	214.58	
		JULY PROGRAM DIRECTOR					
		7/01/21 60	202107 330-57200-34800		*	9.41	
		CREDIT MEMO 7/6/21					
		7/01/21 60	202107 330-57200-34300		*	14.64	
		CREDIT MEMO 7/6/21					
				RIVERSIDE MANAGEMENT SERVICES, INC			20,460.20 001387
7/13/21 00039		6/21/21 7568071	202106 330-57200-46600		*	115.50	
		JUNE PEST CONTROL					
				TURNER PEST CONTROL			115.50 001388
7/13/21 00039		6/21/21 7568703	202106 330-57200-46600		*	78.75	
		JUNE PEST CONTROL					
				TURNER PEST CONTROL			78.75 001389
7/23/21 00277		7/01/21 12057	202107 320-53800-46600		*	25,339.00	
		JULY LANDSCAPE MAINT					
				DUVAL LANDSCAPE MAINTENANCE LLC			25,339.00 001390
7/23/21 00277		7/13/21 12327	202107 320-57200-43400		*	450.00	
		JULY IRRIGATION REPAIR					
				DUVAL LANDSCAPE MAINTENANCE LLC			450.00 001391
7/23/21 00346		7/01/21 MURA5870	202107 330-57200-49000		*	45.00	
		JULY PREMIUM WEBSITE					
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001392
7/23/21 00039		7/09/21 7671410	202107 330-57200-46600		*	115.50	
		JULY PEST CONTROL					
				TURNER PEST CONTROL			115.50 001393
				TURN TURNBULL CREEK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/23/21	00039	7/09/21 7672073	202107 330-57200-46600	JULY PEST CONTROL	*	78.75	
TURNER PEST CONTROL							78.75 001394

TOTAL FOR BANK C						64,270.17	
TOTAL FOR REGISTER						64,270.17	

TURN TURNBULL CREEK BPEREGRINO

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
MURA5869	06/01/2021	\$45.00	07/01/2021	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

fee

BALANCE DUE

\$45.00

June

346C

1-330-57200-49000





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

Invoice

Date

7/1/2021

Invoice #

131295600349

Terms	Net 20
Due Date	7/21/2021
PO #	
For Invoice Grouping	No

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	1,360.48
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
<p>41C 1.330-572-46500 July Pool chemicals RECEIVED JUN 25 2021 BY _____</p>				

Total Amount Due 1,399.10
\$1,399.10

Remittance Slip

Customer
13MUR100
Invoice #
131295600349

Amount Due \$1,399.10

Amount Paid _____

Make Checks Payable To

PoolSure
PO Box 55372
Houston, TX 77255-5372



131295600349

Bob's Backflow & Plumbing Services, Inc.
4640 Subchaser Ct, Ste 113
Jacksonville, FL 32244



Invoice
75385
Invoice Date
7/7/2021

Bill To
Governmental Management Services Attn: Murabella CCD 475 West Town Place #114 St Augustine, FL 32092

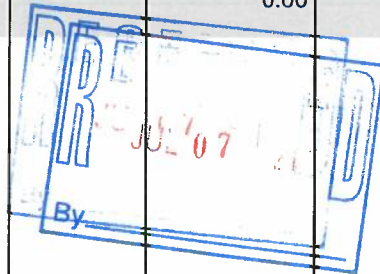
Job Location
Various Addresses See Below*

Bob's Backflow & Plumbing Services, Inc.
4640 Subchaser Ct, Ste 113
Jacksonville, FL 32244
Phone # 904-268-8009 Fax # 904-292-4403

Please detach and return top portion with payment

P.O. Number	Terms	Due Date
	Net 30	8/6/2021

Serviced	Description	Quantity	Price Each	Amount
7/2/2021	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider	5	45.00	225.00
	123 Franchetta Dr Potable: 1" Wilkins 975XL2 Serial# 4650826 - FAILED 101 West Positano Ave Fire Bypass: 3/4" Wilkins 975XLD Serial# 4629833 - PASSED Fire: 6" Wilkins 375ADA Serial# Y13844 - PASSED Potable: 1 1/2" Apollo RPLF4A Serial# 754277 - PASSED 4106 Messina Dr. Potable: 1" Wilkins 975XL2 Serial# 4863705 - PASSED			
	Proposal will follow for repairs needed to be in compliance with water utility provider.		0.00	0.00
	88C 1. 330.57200-63100			



Please note there was a small increase for testing on 2/1/2021. Due to circumstances out of our control, we had to raise our cost for testing for the first time in over eight years. We appreciate your understanding and continued business.

Thank you for your business. We appreciate your prompt payment.

Please make checks payable to Bob's Backflow and include your invoice number.

Total	\$225.00
Payments/Credits	\$0.00
Balance Due	\$225.00

BOB'S
BACKFLOW
& PLUMBING SERVICES, INC.

Invoice Date
7/7/2021

Bill To
Turnball Creek CDD c/o Governmental Management Services 475 West Town Place Suite 114 St Augustine, FL 32092

Job Location
Turnball Creek CDD 168 Toscana Lane St. Augustine, FL 32092

Please detach and return top portion with payment

P.O. Number	Terms	Due Date
	Net 30	8/6/2021

Serviced	Description	Quantity	Price Each	Amount
7/2/2021	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider	1	45.00	45.00
	Potable: 1" Wilkins 950XL Serial# 2602795 - PASSED			
	<p>88C</p> <p>1.330.57200.63100</p>			

RECEIVED

JUL 07 2021

By _____

*Please note there was a small increase for testing on 2/1/2021. Due to circumstances out of our control, we had to raise our cost for testing for the first time in over eight years.
We appreciate your understanding and continued business.*

Thank you for your business. We appreciate your prompt payment.

Total	\$45.00
Payments/Credits	\$0.00
Balance Due	\$45.00

Please make checks payable to Bob's Backflow and include your invoice number.

Face Painting by Liz

INVOICE

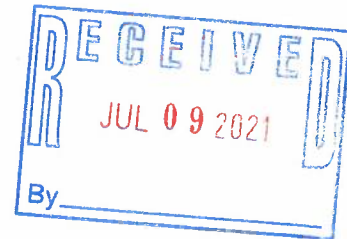
352-464-0230
Lizv_217@yahoo.com

INVOICE : 0217A
INVOICE DATE: 07/08/2021

Liz Valerio
8433 Southside Blvd #2211
Jacksonville, FL 32256

BILL TO
Murabella Amenity Center
% Eric / Gianna
101 E. Positano Ave
St. Augustine, FL 32092

371c



1,330.57200.49400

Event Information: 4th of July- Amenity Center Community Event held Saturday July 03, 2021
Face painting from 5:00 pm - 8:00 pm, total 3 hrs.

\$ 250.00

Enclosure: W9

TOTAL \$250.00

Please make check payable to Liz Valerio

Thank You!

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

Invoice #: 278

Invoice Date: 7/1/21

Due Date: 7/1/21

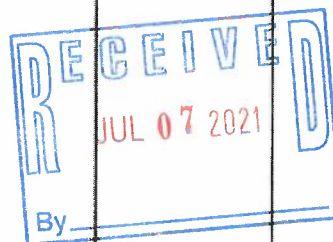
Case:

P.O. Number:

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

164

Description	Hours/Qty	Rate	Amount
Management Fees - July 2021 1. 310.51300. 34000		3,750.00	3,750.00
Website Administration - July 2021 1. 310.51300. 55000		100.00	100.00
Information Technology - July 2021 1. 310.51300. 35700		133.33	133.33
Dissemination Agent Services - July 2021 1. 310.51300. 31300		166.67	166.67
Office Supplies 1. 310.51300. 51000		0.39	0.39
Postage 1. 310.51300. 42000		6.63	6.63
Copies 1. 310.51300. 42500		96.90	96.90

**Total** \$4,253.92**Payments/Credits** \$0.00**Balance Due** \$4,253.92



Richard P. Clarson and Associates, Inc.
1643 Naldo Avenue
Jacksonville, FL 32207

INVOICE

Invoice Date: 05/13/21
Due Date: 06/12/21
Total Amount: \$5,915.00
Number: 66939
Invoice Period: :
PO Number:
Project Code: 21-041
Project: 21-041 Tracts D & G, Murabella, Unit 5, SJC

Turnbull Creek Community Development District

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

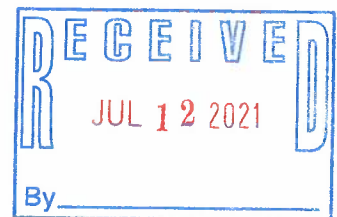
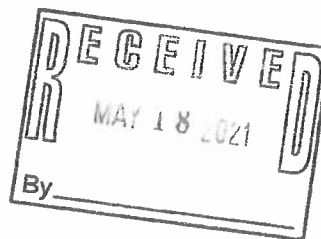
367C

INVOICE SUMMARY

Description	Total Budget	Prior Billing (\$)	This Invoice (\$)
1. Topo & Trees Specified Area	\$5,915.00	--	\$5,915.00
BUDGET TOTALS	\$5,915.00	--	\$5,915.00
TOTAL AMOUNT DUE			\$5,915.00

1,310.51300, 31100

engineering
SRUS fees



All Invoices are due upon receipt; late charges of 1.5% per month will be added to any unpaid balance after 30 days.

Riverside Management Services, Inc
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice

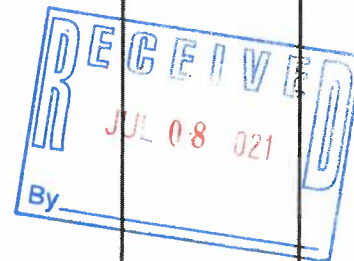
Invoice #: 61
Invoice Date: 6/30/2021
Due Date: 6/30/2021
Case:
P.O. Number:

Bill To:

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

1630

Description	Hours/Qty	Rate	Amount
Lifeguard Services through June 2021 330.572.3460	363.63	15.00	5,454.45



Total \$5,454.45

Payments/Credits \$0.00

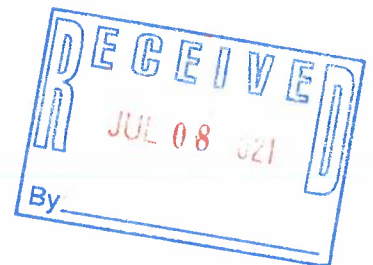
Balance Due \$5,454.45

7/8/21
[Signature]

TURNBULL CREEK CDD
LIFEGUARD INVOICE DETAIL

Quantity	Description	Rate	Amount
363.63	Lifeguard Services for TURNBULL CREEK Covers June 2021	\$ 15.00	\$ 5,454.45
GL #1.330.572.3460			

TOTAL DUE: \$ 5,454.45

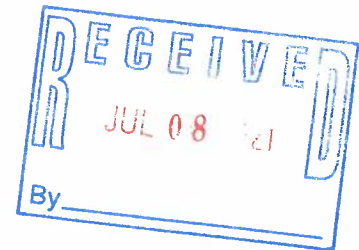


TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
LIFEGUARD BILLABLE HOURS JUNE 2021

Date	Hours	Employee	Description
5/23/21	6.43	D.M.	Lifeguarding - didn't turn timecard in on time
6/5/21	5.9	A.G.	Lifeguarding
6/5/21	6.72	L.D.	Lifeguarding
6/5/21	6.77	N.S.	Lifeguarding
6/5/21	4.07	B.P.	Lifeguarding
6/6/21	6.66	A.G.	Lifeguarding
6/6/21	6.6	R.P.	Lifeguarding
6/6/21	4.07	D.M.	Lifeguarding
6/6/21	4.3	L.D.	Lifeguarding
6/11/21	6.63	A.G.	Lifeguarding
6/11/21	4.2	B.M.P.	Lifeguarding
6/11/21	4.27	L.D.	Lifeguarding
6/11/21	6.72	C.H.	Lifeguarding
6/12/21	6.67	A.G.	Lifeguarding
6/12/21	6.87	M.C.	Lifeguarding
6/12/21	4.05	N.S.	Lifeguarding
6/12/21	3.97	I.S.	Lifeguarding
6/13/21	6.62	M.C.	Lifeguarding
6/13/21	4.07	R.P.	Lifeguarding
6/13/21	6.65	C.H.	Lifeguarding
6/13/21	3.03	I.S.	Lifeguarding
6/14/21	1.32	A.G.	Lifeguarding
6/14/21	1.07	R.P.	Lifeguarding
6/14/21	1.28	M.L.	Lifeguarding
6/15/21	6.27	M.C.	Lifeguarding
6/15/21	3.63	N.S.	Lifeguarding
6/15/21	4.03	R.P.	Lifeguarding
6/16/21	6.6	M.C.	Lifeguarding
6/16/21	4.17	R.P.	Lifeguarding
6/16/21	3.47	C.H.	Lifeguarding
6/17/21	6.65	M.C.	Lifeguarding
6/17/21	3.47	C.H.	Lifeguarding
6/17/21	4.05	B.M.P.	Lifeguarding
6/17/21	4.2	L.D.	Lifeguarding
6/18/21	6.9	A.G.	Lifeguarding
6/18/21	4	C.H.	Lifeguarding
6/18/21	6.67	M.L.	Lifeguarding
6/18/21	6.66	B.M.P.	Lifeguarding
6/19/21	6.67	A.G.	Lifeguarding
6/19/21	4.07	B.P.	Lifeguarding
6/19/21	6.53	L.D.	Lifeguarding
6/19/21	6.67	N.S.	Lifeguarding
6/20/21	6.76	A.G.	Lifeguarding
6/20/21	6.76	L.D.	Lifeguarding
6/20/21	4.17	N.S.	Lifeguarding
6/20/21	3.98	I.S.	Lifeguarding
6/21/21	2.92	M.C.	Lifeguarding
6/21/21	2.82	M.L.	Lifeguarding
6/21/21	2.13	A.G.	Lifeguarding
6/22/21	3.43	M.C.	Lifeguarding
6/22/21	3.16	A.G.	Lifeguarding
6/22/21	1.68	B.P.	Lifeguarding
6/23/21	4.72	M.C.	Lifeguarding
6/23/21	4.46	A.G.	Lifeguarding
6/23/21	1.95	R.P.	Lifeguarding
6/24/21	2.46	N.S.	Lifeguarding
6/24/21	6.2	R.P.	Lifeguarding
6/24/21	4.06	C.H.	Lifeguarding
6/25/21	3.28	R.P.	Lifeguarding
6/25/21	3	A.G.	Lifeguarding
6/25/21	3.15	C.H.	Lifeguarding
6/26/21	4.07	N.S.	Lifeguarding
6/26/21	4.07	R.P.	Lifeguarding
6/26/21	6.77	A.G.	Lifeguarding
6/27/21	4	D.M.	Lifeguarding
6/27/21	6.53	N.S.	Lifeguarding
6/27/21	6.78	R.P.	Lifeguarding
6/27/21	4.15	C.H.	Lifeguarding
6/28/21	6.26	M.C.	Lifeguarding
6/28/21	4.1	D.M.	Lifeguarding
6/28/21	6.02	R.P.	Lifeguarding
6/29/21	6.6	M.C.	Lifeguarding
6/29/21	4.17	L.D.	Lifeguarding
6/29/21	4.07	C.H.	Lifeguarding
6/30/21	6.8	C.H.	Lifeguarding
6/30/21	4.02	A.G.	Lifeguarding
6/30/21	4.25	L.D.	Lifeguarding

TOTAL 363.63

Lifeguarding 363.63



Riverside Management Services, Inc

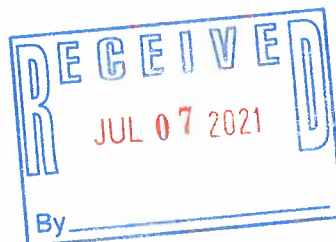
9655 Florida Mining Blvd. W.
Building 300, Suite 305
Jacksonville, FL 32257

Invoice**Invoice #:** 60**Invoice Date:** 7/1/2021**Due Date:** 7/1/2021**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
- Facility Monitor - 1.330.57200.34800 - Turnbull Creek - July 2021		2,016.67	2,016.67
- Facility Monitor - 1.330.57200.34800 - Turnbull Creek - (Credit Memo 7/6/21)		9.41	9.41
- Facility Management - 1.330.57200.34000 - Turnbull Creek - July 2021		5,083.33	5,083.33
- Facility Attendants - 1.330.57200.34300 - Turnbull Creek - July 2021		1,350.00	1,350.00
- Facility Attendants - 1.330.57200.34300 - Turnbull Creek - (Credit Memo 7/6/21)		14.64	14.64
- Field Operations - 1.330.57200.34100 - Turnbull Creek - July 2021		4,271.58	4,271.58
- Facility Maintenance - 1.330.57200.34400 - Turnbull Creek - July 2021		4,083.33	4,083.33
- Pool Maintenance Services - 1.330.57200.46400 - July 2021		1,158.33	1,158.33
- Janitorial Services - 1.330.57200.34200 - July 2021		733.33	733.33
- Common Area Waste Collection - 1.330.57200.34900 - Turnbull Creek - July 2021		1,525.00	1,525.00
- Program Director - 1.330.57200.34700 - Turnbull Creek - July 2021		214.58	214.58

**Total** \$20,460.20**Payments/Credits** \$0.00**Balance Due** \$20,460.207/7/21
CO

Riverside Management Services

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



Turnbull Creek CDD
Monthly Credit Memorandum

163C

DATE: July 6, 2021
FROM: Rich Whetsel
TO: RMS Billing Department
SUBJECT: June Adjustment – Monthly Invoice Adjustment for June 2021 Hourly Services

Please adjust July 2021 invoice to reflect the actual hours worked for the month of June 2021 for the following services.

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Billed</u>
• Facility Monitor	126.63	\$16.00	\$2,026.08	\$2,016.67
• Facility Attendant	85.29	\$16.00	\$1,364.64	\$1,350.00

~~1.330.57200.34800~~
~~1.330.57200-34300~~
= \$3366.67



RMS

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

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/1/21	5.12	J.M.	Completed daily checklist, answered calls, closed up
6/2/21	5.23	J.M.	Completed daily checklist, answered calls
6/2/21	5.02	B.W.	Completed daily checklist, answered calls, closed up
6/3/21	5	D.W.	Completed daily checklist, answered calls, closed up
6/4/21	5.08	J.M.	Completed daily checklist, answered calls
6/7/21	8.07	B.W.	Completed daily checklist, answered calls
6/8/21	5.23	J.M.	Completed daily checklist, answered calls, closed up
6/9/21	5.23	J.M.	Completed daily checklist, answered calls, closed up
6/10/21	4.03	B.W.	Completed daily checklist, answered calls, closed up
6/11/21	5.33	J.M.	Completed daily checklist, answered calls
6/14/21	7.05	D.W.	Completed daily checklist, answered calls, closed up
6/15/21	4.82	J.M.	Completed daily checklist, answered calls, closed up
6/16/21	5.05	J.M.	Completed daily checklist, answered calls, closed up
6/17/21	5.02	D.W.	Completed daily checklist, answered calls, closed up
6/18/21	5.12	J.M.	Completed daily checklist, answered calls, closed up
6/21/21	8.07	B.W.	Completed daily checklist, answered calls, closed up
6/22/21	5.23	J.M.	Completed daily checklist, answered calls, closed up
6/23/21	5.18	J.M.	Completed daily checklist, answered calls, closed up
6/24/21	4	D.W.	Completed daily checklist, answered calls, closed up
6/25/21	5.15	J.M.	Completed daily checklist, answered calls, closed up
6/28/21	8.17	B.W.	Completed daily checklist, answered calls, closed up
6/29/21	5.25	J.M.	Completed daily checklist, answered calls, closed up
6/30/21	5.18	J.M.	Completed daily checklist, answered calls, closed up

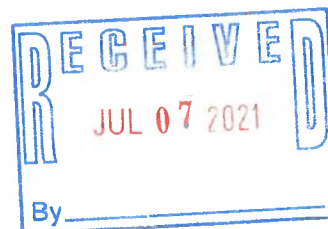
126.63



RMS

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

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/5/21	8.52	J.M.	Amenity Center/Fitness Center Attendant
6/6/21	9.08	B.W.	Amenity Center/Fitness Center Attendant
6/10/21	5.15	D.W.	Amenity Center/Fitness Center Attendant
6/12/21	9.02	B.W.	Amenity Center/Fitness Center Attendant
6/13/21	9.07	B.W.	Amenity Center/Fitness Center Attendant
6/18/21	4.07	B.W.	Amenity Center/Fitness Center Attendant
6/19/21	9.13	D.W.	Amenity Center/Fitness Center Attendant
6/20/21	9.05	B.W.	Amenity Center/Fitness Center Attendant
6/25/21	4	D.W.	Amenity Center/Fitness Center Attendant
6/26/21	9.23	B.W.	Amenity Center/Fitness Center Attendant
6/27/21	8.97	J.M.	Amenity Center/Fitness Center Attendant
<u>85.29</u>			





PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1489 • Toll Free: 800-225-6305 • turnerpest.com

Service Slip/Invoice

INVOICE: 7568071
DATE: 6/21/2021
ORDER: 7568071

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
6/21/2021	10:32 AM			10:32 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	6/21/2021		11:20 AM

1-330-57200-46600

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service <i>June</i>	\$115.50
	<i>390</i>	
	RECEIVED JUN 28 2021	
		SUBTOTAL \$115.50
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$115.50
		AMOUNT DUE \$115.50

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.



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Service Slip/Invoice

INVOICE: 7568703
DATE: 6/21/2021
ORDER: 7568703

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

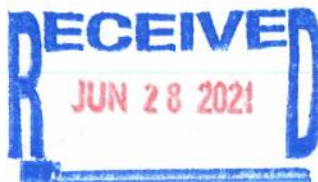
Work Location: [129708] 904-589-4783
Murabella Owners Assoc Inc
101 W Positano
Saint Augustine, FL 32092-4787

39C

Work Date	Time	Target Pest	Technician	Time In
6/21/2021	10:32 AM			10:32 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	6/21/2021		11:17 AM

1-330-57200. 46600

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service <i>June Pest control</i>	\$78.75
SUBTOTAL		\$78.75
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$78.75
AMOUNT DUE		\$78.75



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.



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

INVOICE

Date	Invoice No.
07/01/21	12057
Terms	Due Date
Net 40	08/10/21

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.

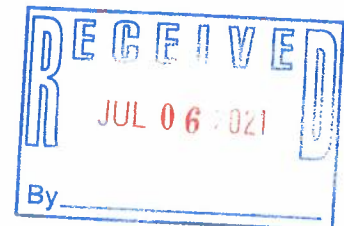
DESCRIPTION	TOTAL
#9694 - Turnbull Creek CDD- Renewal 2020 July 2021	\$25,339.00

July Landscape Maint

277C

*1.320.53800.
46600*

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





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

INVOICE

Date	Invoice No.
07/13/21	12327
Terms	Due Date
Net 40	08/22/21

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
\$450.00	

Please detach top portion and return with your payment.

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

#14848 - Controller July 21

Irrigation Service/Repairs

\$450.00

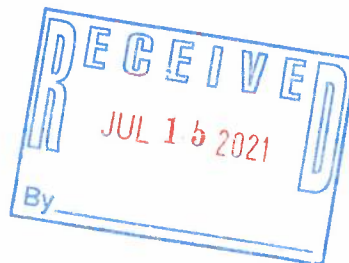
ESP 6 Station Module Controller	each	3.00	\$200.00	\$350.00	
Irrigation Labor	Hr	1.00	\$100.00	\$100.00	

Total	\$450.00
Payments/Credits	(\$0.00)
Balance Due	\$450.00

277C

1-320-57200-43400

Lake Irrig. Repair



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

Invoice

1.330.57200.49000



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
MURA5870	07/01/2021	\$45.00	07/31/2021	Net 30	

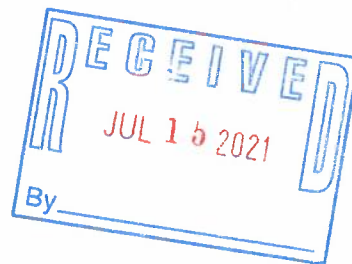
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Premium Version of Website	July Fee for Premium Version of Website - www.mymurabella.com	1	45.00	45.00

BALANCE DUE

\$45.00

346C

1.330.57200.49000





PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-365-6300 • Fax: 904-363-1499 • Toll Free: 800-225-6305 • turnerpest.com

Service Slip/Invoice

INVOICE: 7671410
DATE: 7/9/2021
ORDER: 7671410

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

39C 1,330.57200. 46600

Work Date	Time	Target Pest	Technician	Time In
7/9/2021	01:47 PM			01:47 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	7/9/2021		02:32 PM

Service	Description	Price
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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

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.



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-356-5300 • Fax: 904-353-4499 • Toll Free: 800-225-5305 • turnerpest.com

Service Slip/Invoice

INVOICE: 7672073
DATE: 7/9/2021
ORDER: 7672073

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

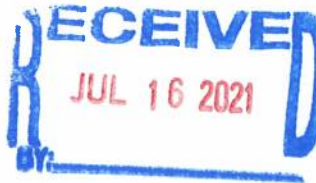
Work Location: [129708] 904-589-4783
Murabella Owners Assoc Inc
101 W Positano
Saint Augustine, FL 32092-4787

390

1.330.57200 46600

Work Date	Time	Target Pest	Technician	Time In
7/9/2021	01:47 PM			01:47 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	7/9/2021		02:30 PM

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

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.